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I Found the Perfect Place to Live! Now What?

Leader's Guide

Unit 3 of the *Should I Be Living on My Own?* module in the *Money Talks* series

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This leader's guide is designed to

accompany the *I Found the Perfect Place to Live! Now What?* participant guide. It is recommended that each participant receive a copy of the *I Found the Perfect Place to Live! Now What?* participant guide.

Included in this leader's guide are learning objectives, background information, activities with accompanying handouts and visuals, a glossary, and a list of additional resources. The Background Information is meant to prepare instructors to both teach the unit and to provide discussion materials for use with the participants. It also corresponds with the four activities included in the leader's guide and the participant guide.

The *I Found the Perfect Place to Live! Now What?* unit is part of the *Living on My Own* module from the extensive *Money Talks* series. For more information on the entire project, see *Money Talks* on p. 27 in the *Additional Resources* section of this leader's guide.

OVERALL LEARNING OBJECTIVES

Participants will . . .

- discuss the importance and significance of a rental agreement.
- read and evaluate a rental agreement.
- explain ways to build and maintain good landlord-tenant relations and communication.
- evaluate the pros and cons of having a roommate.
- explore roommate compatibility.
- develop a roommate agreement.
- review renter's insurance options and decide whether or not to purchase.
- explain tenants' and landlords' rights and responsibilities.

The purpose of this unit is to inform participants about the issues associated with renting a place to live on their own for the first time. There are many factors to address prior to moving in, as well as after they have moved to the new place. As an instructor, you have an opportunity to provide participants with the knowledge they need to make the transition, understand their legal rights and responsibilities, make a wise decision about sharing a place, and ensure that the move is a positive experience. You can help them through the process of learning how to negotiate a rental agreement, live with a roommate(s), and communicate with a landlord. By presenting the information in this unit, you will be giving young adults the knowledge they will need to make living in their first place a success.

Notes: The terms *renter(s)* and *tenant(s)* are used interchangeably throughout the leader's guide.

The term *landlord(s)* is used throughout the Background Information of this leader's guide—however, renters may be working with a property manager instead of a landlord. To make the Background Information text easier to read, the authors chose to only use *landlord(s)*, but it refers to both landlord(s) and property manager(s).



BACKGROUND INFORMATION

When young adults finally find their first rental, it is exciting—but also challenging. Many will think that the only thing left to do is pay their money and move. But finding the right place is only the beginning. As they prepare to sign the rental agreement and live on their own, it will be important for young adults to make wise choices and learn how to

- read and understand a rental agreement.
- communicate with landlords.
- evaluate renter's insurance.
- live with roommates.
- research renters' and landlords' rights and responsibilities.

THE RENTAL AGREEMENT

The first consideration when renting a place is reviewing the rental agreement. According to the California Department of Consumer Affairs, a rental agreement is a contract between a renter and a landlord to rent a specific place to live for a specified time period. A good rental agreement is fair to all parties. It is thorough and clearly outlines the responsibilities of both the renters and the landlord.

There are two main types of rental agreements: 1) month-to-month and 2) lease. The major difference between the two is how long someone can live in the rental unit before the landlord can make changes to the rental terms, such as rent increases. A month-to-month agreement is for 30 days. A lease is for longer than 30 days—usually 6 or 12 months. Usually, changes to the rental agreement can only be made once the rental agreement expires.

Rental agreements can be either written or verbal. Both are enforceable by law—however, should a problem arise, it is much easier to prove the terms of a written agreement rather than a verbal agreement. For everyone's protection, **renters should insist on a written rental agreement.**

There is not a standard rental agreement form. Potential renters need to carefully and completely read, understand, and agree to the all terms in their specific rental contract before signing. All parties who sign the rental agreement must be of legal age because the rental agreement is a legal contract.



Before signing, renters will want to completely understand the rental agreement and be willing to abide by the terms.

Honoring a rental agreement will have a positive impact on a renter's financial future—just as not honoring it will result in negative consequences.



Rental laws and regulations vary by location—by state, county, city, or other residential area. All terms and conditions in the rental agreement (such as timing for rent increases) must comply with all the laws and regulations. The best protection for renters is to know about the laws and regulations in the area where they plan to live, such as when the landlord is allowed to enter a unit without permission or the responsibilities of the landlord and tenants regarding cleaning and painting.

To research rental laws in the area where the curriculum is taught, begin by reviewing the United States Housing and Urban Development website, <https://hud.gov>, as well as any information provided by the state or local Department of Consumer Affairs or Department of Real Estate. Also check with the county or city for additional laws.

Most landlords try to know and follow the laws. However, some do not. If a landlord is breaking the law, renters can contact the Department of Consumer Affairs in their state for referrals to local agencies that provide assistance with landlord-tenant issues. In cases where the landlord and renter cannot come to an agreement over a serious concern, such as a dispute over returning the security deposit, a claim may be filed with a Small Claims Court to collect damages.

The rental agreement outlines the terms that both the landlord and tenants must follow (California Department of Consumer Affairs 2012). It should specify the following:

- type of contract—lease, month-to-month, other
- rent amount
- how often and when the rent is due
- a grace period for paying rent without an extra charge
- accepted form(s) of payment—check, cash, electronic transfer, other
- how often rent can be increased
- length of the rental contract
- deposits/security fees—types and amount
- deposits and security fees that are refundable
- late fees and other fees
- how many people can live in the rental
- policies on parking, decorating, smoking, guests, pets, noise, and subletting, as well as other policies unique to the unit being rented
- rules and regulations for using community areas
- utilities that are included

- how to request maintenance and repairs
- circumstances that allow a landlord to enter rental
- how and when to give notice that the renters or landlord will not be renewing the rental contract
- if landlord can show unit upon giving or receiving a move-out notice
- penalties for breaking the rental agreement
- requirements for renter's insurance
- guidelines for mediation or legal actions

In addition to the information listed above, potential renters should read the section on mediation and legal actions with extra care, as some rental agreements include a statement such as “the renter agrees to pay all costs for any court proceedings brought forth by either party.” This means that regardless of who starts the legal proceedings, the renters must pay the legal costs for both the landlord and themselves.

In some cases, renters may be able to negotiate changes to the rental agreement, such as paying the rent twice a month rather than once a month. As renters read the agreement, they need to make note of any changes to the agreement they wish to request. Renters who want conditions changed should not hesitate to ask. The landlord can always say “no,” after which the renters can decide whether or not they still want to rent the unit. Requesting and negotiating changes before signing the rental agreement will be better than living with conditions that are not acceptable.

If the landlord agrees to the requests, the changes should be listed in the agreement with signatures and/or initials of the landlord and renters beside each change. If the agreement is accepted with conditions—such as the unit will be painted before occupancy—the exact conditions should be included in the agreement. The modified version of the agreement needs to be signed in ink and dated by the landlord and the renters. It is important that the renters receive and keep a copy of the final signed agreement.

Referring back to the agreement and understanding the terminology may help renters answer future questions, resolve conflicts, and know what to expect. The following terms are especially important:

All blank spaces in the rental agreement need to be completed before signing. Renters should not sign an agreement with blank spaces left for the landlord to fill in later.



In some states it is against the law for a security deposit to be non-refundable, even if the rental agreement states it is non-refundable.



The best protection for renters is knowing the rental laws where they plan to live.

Rent. Renters will be committing themselves to a specific amount of money for a specified period of time—usually a given amount monthly. Unless noted differently in the contract, rent should not increase until the end of the rental agreement. Therefore, if the rental agreement is a month-to-month contract, the landlord could increase the rent after 30 days. If the rental agreement is a 6-month lease, the rent cannot be increased until the end of 6 months. Different rules will apply for rentals in areas regulated by rent control.

Renters will want to read the rental agreement to determine if any utilities are included in the rent. If utilities are included in the rent, tenants should clarify exactly which ones are provided. Water and trash may be paid for, but **gas, electricity, cable/satellite, and internet may not be included.**

Security Deposit and Other Fees. Most rentals require renters to pay a security deposit as part of the rental agreement. The security deposit may include the last month's rent (in case renters leave without paying), a cleaning deposit, and fees like parking, pets, and smoking. The landlord keeps the deposit while the unit is rented to cover costs for any property damages caused by the renters, their pets, or their guests. Since security deposits are a common area of dispute between landlords and tenants, all fees and the terms for receiving a refund when the renters move out should be clearly stated in the rental agreement.

Documenting the condition of the unit by taking photos or a video upon moving in may aid in the return of all or at least a portion of the security deposit. Most landlords also have inspection checklists that must be completed and signed by both the renters and landlord at move-in. Renters will want to have a signed copy of the completed inspection checklist (with an original signature) to use when they move out. If the landlord does not provide a checklist, renters can download one from the internet or use one of the checklists in [*Money Talks: Living on My Own module, Unit 1 leader's guide, I Want My Own Place! What Should I Know?*](#) Find them in Activity Five "Preparing for the Rental Interview" (Handouts 11 and 12).

Although the security deposit is usually refundable, the law allows landlords to keep all or part of it in the following situations:

- rent is still owed
- rental needs to be cleaned at move-out
- repair of damage to the unit beyond normal wear and tear
- failure to return personal property, such as keys or furniture

Whether or not renters can use their security deposit to pay for their

last month's rent depends on how the rental agreement is written. The security deposit may be listed in the rental agreement in one of the following three ways:

- *Last month's rent.* The renters will usually be able to use the security deposit as payment for their last month.
- *Security for last month's rent.* The renters will be able to use the security deposit toward the payment of last month's rent. However, if the rent was raised from \$700 to \$770 and the renters paid \$700 as part of their security deposit, they would owe the difference of \$70.
- *Neither last month's rent nor security for last month's rent.* The renters will have to pay the last month's rent. However, they may be entitled to a refund of their security deposit.

Renters can avoid misunderstandings about the security deposit by carefully reading and asking questions to clarify the fees and terms for refund before signing the rental agreement.

Repairs and Maintenance. Renters are responsible for keeping their rental clean as well as paying for any damages they cause while they live in the rental. It is the responsibility of the renters to report any defective or dangerous conditions to the landlord. It is the responsibility of the landlord to make repairs in a reasonable amount of time and maintain the property so that it is livable. Most landlords are interested in maintaining the property, as it is their investment, so it is important to keep them apprised of needed repairs or maintenance. The timeframe for making repairs should be spelled out in the agreement.

Sometimes landlords allow renters to make certain repairs or modifications themselves, but it is best to find out what is allowed prior to making changes. For example, renters who plan to mount a television to the wall will want to check with the landlord beforehand. They will want to verify that putting holes in the wall is allowed or recognize there may be charges for repairing the walls when they move out. The repair cost will be deducted from their security deposit.

Renters may be held responsible if damage results from not reporting a problem. For instance, over time a leaky bathtub not reported may allow water to seep through the walls and cause more damage. Even though the damage is not caused by the renters, the lack of disclosure indirectly caused the problem. Simple and timely communication with the landlord can help to prevent such problems.



The meaning of "timely" repairs and "livability" of the rental unit may be open to interpretation. One person's emergency may be normal repairs to others.

Subletting means that the original renters continue to rent the unit and are responsible for all rent and damages; however, they don't live in it. Instead, they rent the unit to others who pay rent to the original renters.



Special Rules or Restrictions. Most rental agreements come with a list of rules and restrictions about what is and what is not allowable. There are often clauses relating to acceptable and non-acceptable behavior, guests, parking, pets, smoking, and other items. The rental unit may be governed by a homeowner's association (HOA), which makes and usually enforces the rules and restrictions. Breaking the rules repeatedly may be cause for the landlord to terminate the rental agreement and ask renters to leave. Signing the agreement implies that renters agree to adhere to the rules and restrictions included in the rental agreement. They need to understand and be willing to agree to all restrictions and conditions before signing.

Breaking a Rental Agreement. It is also important for renters to understand the consequences for breaking their rental agreement if they want or need to move out before the agreement is up. Here are some important questions for them to consider in case they need to break the lease:

- What are their financial obligations if they break the rental agreement? How long will they be responsible for the rent? Until the end of their notice period? Other time period?
- How much notice needs to be given if the renters want to leave early?
- Is the rent pro-rated? Does leaving on the 10th of the month mean that a full month will have to be paid, or just rent through the 10th?
- What is the subletting policy? If renters have to leave, is it possible to keep the rental in their names and sublet (rent) to someone else?

WHEN THE RENTAL AGREEMENT IS UP

At the end of the rental agreement, renters can decide to move or the landlord can ask them to move. If the renters decide to move, they must give the notice required by their rental agreement. Renters protect themselves by giving their notice in writing and keeping a copy. A written letter or an email notice is preferred, as a text message might be hard to verify in a court of law.

The length of time the renters have lived in the rental and what is stated in the rental agreement will determine the number of days of written notice that should be given before moving. Typically, the notice is given 30 days in advance to renters who have lived in the rental for less than 12 months, while a 60-day notice is commonly

required for renters who have lived in the rental for more than 12 months. The exception to these requirements is if the rental is being sold and the landlord meets the other requirements of the sale.

If the rental agreement does not specify a time, the required notice will typically be the same amount of time as there are days between rent payments. If rent is paid monthly, then a 30-day notice will be required; if the rent is paid weekly, then a 7-day notice will be sufficient. If the landlord gives renters a 60-day notice and they decide to move out before the 60 days are up, the renters must still give the required move-out notice.

Notice can be given to move out any time during the rental period; however, the full amount of rent must be paid for the entire notice period. For example, renters can give a 30-day notice on the 15th of the month with the intent to leave on the 15th of the following month. The renters must pay rent through the 15th. If they decide to move out sooner than the 15th, they will still owe rent through the 15th. There is one exception. If the renters move out before their notice period has ended and the landlord rents the unit to others who move in and start paying rent for that same period of time, the original renters will not have to pay rent for the entire notice period (California Department of Consumer Affairs 2012).

When renters move out of their rental, they should do a walk-through with the landlord. They can use any pictures and videos taken at move-in, along with their move-in checklist, to verify the condition of the unit when they started renting. These resources can help ensure that the security deposit is returned—as long as no damage was done to the property and they do not owe any rent or fees.

When it comes time to actually move out, renters can do the following to help the process go smoothly and leave on good terms with the landlord:

- Give proper written and dated notice. Include when they will be out of the unit and the names, address, and unit number of the renters. Check the rental agreement carefully to give the appropriate notice as specified in the agreement to avoid being charged extra rent. Keep a copy of the notice as verification of the date the notice was given to the landlord.
- Leave the rental clean and free of trash. This includes cleaning the refrigerator, microwave, and stove along with the bathrooms, floors, cupboards, windows, and mirrors. If the rental has carpet, many landlords require professional cleaning when renters move out. Keep a copy of the carpet cleaning receipt as proof this was done.

The rental agreement will indicate if the landlord is allowed to show the unit before the renters move out.

Regardless of whether renters decide to move or are asked to move when the rental agreement expires, neither the renters nor the landlord have to give a reason why they are moving or are asking renters to move.





Communication between renters and landlords that is clear, respectful, and understandable leads to good working relationships.

- Review the condition of the rental and compare it to any pictures or videos taken at move-in, along with the move-in checklist. Fix anything damaged by renters, guests, and pets, or accept that part of the security deposit will not be returned.
- After the unit is empty and has been cleaned, complete a move-out checklist with the landlord. Renters and the landlord should sign the completed move-out checklist and agree to any noted damage that has not been repaired. Take pictures or a video to document the condition of the unit at move-out.
- Return all keys and provide a forwarding address for the landlord to send the security deposit and/or written explanation of the amount of the security deposit that was not returned and how it was used to repair the rental.
- Submit change of addresses information to any person, business, or organization that sends correspondence to the renters (Los Angeles County Department of Consumer and Business Affairs 2018).

COMMUNICATING WITH THE LANDLORD

The best way to begin any rental experience is by developing good landlord-tenant relations. Mutual respect is the basis for a good relationship and successful communications. Many unpleasant rental issues are often the result of a communication breakdown—late rent turns into an eviction and a broken air conditioner becomes a reason to break a lease.

Renters can establish good communication with their landlord if they understand the rental agreement and ask questions to ensure mutual understanding as issues arise. Many disagreements occur because of misunderstandings about the rental agreement. Understanding the rental terms and conditions can help renters build a productive relationship with the landlord and prevent problems and hard feelings down the road. It takes a little extra time, but it is time well spent (Block 2018; Legal Assistance of Western New York, Inc. 2018; Ryerson University 2018).

The groundwork for respect and good communication begins at the renters' interview. Showing up on time and being truthful will go a long way toward establishing this relationship. The same is true for the landlord, who should respect the time of the renters and be honest and clear regarding the rental.

Renters can build and maintain a positive relationship with the landlord by

- paying rent and other fees on time.
- following property rules.
- reporting all problems immediately, even if caused by the renters.
- maintaining the unit in good condition and keeping it clean.
- working with guests, roommates, and pets to prevent inconvenience to neighbors or property damage.
- putting all communication in writing.
- keeping copies of all correspondence and relevant receipts so they have the necessary information to address a concern.
- ensuring that correspondence has a verifiable date stamp and proof of receipt by the landlord.

If renters do not keep records of important written communication with the landlord, it may make it more difficult for them to assert their rights. Renters could also be held responsible for issues they believed were already resolved (Davis 2017).

Since good landlord-tenant relationships are a two-way street, there are several ways landlords can promote good relationships. Landlords should respect boundaries of renters by not calling or texting to discuss issues outside of normal business hours. Entry to a rental is one of the most controversial issues in many rental situations. If a landlord needs to enter a rental, the communication from the landlord should be clear and explain the reason to enter in writing. Landlords should also respect the private and personal lives of their renters. As long as the renters' private lives are legal and do not affect the property, the landlord should not intrude.

It is also helpful to maintain an attitude of understanding between the landlord and the renters. Sometimes things happen—a check doesn't clear because funds were deposited late, or a repair isn't made immediately due to the maintenance person being ill. A little understanding on both sides helps to maintain a respectful relationship.

A good record-keeping practice is to keep printed or digital copies of all rental forms and related communications in a safe and secure place.

Texting is not generally recommended as a reliable way to communicate between landlord and renters, as it makes it harder to keep and verify records.



A roommate compatibility assessment is a tool used by potential roommates to learn more about each other and to determine whether they could live together successfully.



DECIDING TO HAVE ROOMMATES

Many renters may need to make a decision about whether or not to have one or more roommates. While it may sound great for young renters to share the rent and utility costs or to have fun living with friends, having roommates may also lead to misunderstandings and hard feelings. Potential roommates can plan for a successful experience by assessing compatibility, developing a roommate agreement, and knowing the consequences of adding a roommate or having a roommate leave early.

Roommate Compatibility Assessments. If the decision is made to have one or more roommates, it is wise for renters to consider the advantages and disadvantages of each potential roommate. Some potential problems can be eliminated by choosing roommates whose lifestyles and schedules fit with their own needs or preferences. For example, if one person starts the workday at 6 a.m. and wants to get to bed early, but the other roommate likes to party in the evening, it is helpful to recognize this prior to living together. Potential roommates need to talk before making any decisions about living together, and they may want to consider completing a roommate compatibility assessment to learn more about each other (Cohen Blatter and Airoidi 2018; Ryerson University 2018).

While there are lots of questions that could be asked, here are some of the most important topics to discuss.

- **Income.** Can they afford the rent, deposits, utilities, etc.? Do they have regular income from a job or do they rely on student grants and loans? Is someone else paying expenses?
- **Renters.** Will they be moving in alone, with a partner, children, or others?
- **Roommate preferences.** What do they want in a roommate? Find out if potential roommates are on the same page, such as wanting someone to just share bills, to be a best friend, or something else?
- **Daily schedules.** Are they similar or potentially conflicting? How long is their average workday or school day? Coordinating schedules can ensure that each roommate has some alone time in the rental and use of the bathroom to get ready.
- **Sleep habits.** What time do they usually go to bed and get up? It is best to find out up front about sleep habits. A roommate who turns in early may not be comfortable with someone who

stays up until 2 or 3 a.m. playing video games.

- **Work location.** Do they work from home? If one or more roommates work from home, then someone will be in the rental most of the time and may have their work spread out in the rental.
- **Days off.** How do they spend their days off? If someone wants to spend their time off sleeping with the blinds closed while others are up at the crack of dawn ready to go, it may lead to conflict.
- **Cleaning.** How clean and neat do they like to keep their home? This can be a major area of conflict for roommates, and one that needs to be resolved before trying to live together. If they've known a friend for years who has always had a trashed room, most likely that practice will continue.
- **Food and cooking.** What are their eating habits and do they have food allergies or special diets? Do they want to share food or cooking chores? If so, how?
- **Smoking.** Are they agreeable to the same smoking policies? This might be a deal-breaker for some, especially for those who have an aversion to smoke.
- **Alcohol.** How often and where do they drink? Someone who drinks only occasionally may not be comfortable with someone who sits down with a bottle or 6-pack frequently.
- **Pets.** Do they have or plan to get a pet? If so, what type? Who takes care of the pet and pays for care and any damage caused to the rental?
- **Friends, visitors, family members.** How often do they visit, and how long do they stay? Do they expect a lot of out-of-town guests? This will be an indication of how often a bedroom or sofa will be occupied by someone other than a roommate.
- **Romantic interests.** How often will they visit and spend the night? Will a bedroom be occupied by two rather than one? It makes the space more crowded and may break the rental agreement.
- **Health.** Do they have a chronic illness that a roommate would need to know about in case they have an issue in the future? Will it impact their ability to help around the rental?
- **Sharing preferences.** How do they feel about sharing electronics, clothes, car, parking space, and other items? If one roommate thinks it is okay to share everything and the other feels differently, there may be conflicts.
- **Parking.** Is parking available? If there are not enough spaces for every roommate, how is the decision made to share? How do they feel about sharing parking spaces with guests?



Roommate Agreement

An agreement developed by roommates to address issues that may arise when living together (i.e., cleaning, shared expenses, guests, pets, food, etc.) (Wikipedia 2017).



Roommate Agreements. Along with assessing compatibility, it is useful for potential roommates to discuss and agree on written guidelines for living together and handling shared expenses. Discussing and making these decisions before signing the rental agreement and moving in together will let everyone know what to expect and can prevent or minimize problems. It might even help potential roommates to realize that they would not be compatible and allow them to decide not to be roommates before they commit to a rental agreement (Portman and Stewart 2018).

In some situations, such as student housing, renters may not have an opportunity to select their roommates. Even in these situations, it is helpful to discuss and draft guidelines for living together. It is a great way for roommates to get to know each other and to agree on how they can live together respectfully. Roommates will have differences—this is normal when people live together. Having a roommate agreement ahead of time may help to address issues before they become big problems.

Roommate agreements are best when developed by all roommates together, with each providing input on all aspects of living together, such as the cleaning, mutual expenses, guests, pets, food, and even quiet time. Anything that one roommate feels is important should be included in the agreement.

How to manage shared expenses is usually an important issue to address ahead of time. It may be possible for roommates to have a bill or two in each of their names. When a bill comes due, the person on the account collects money from the other roommates and pays the bill. This method allows each roommate to have some financial responsibility in their own name and may help to build their credit rating. It also is a way of ensuring that one person does not take on all the legal financial obligations.

Another option for managing shared expenses is for one roommate to serve as the money manager. In this case, the money manager usually has all the bills in his/her name and collects money from each roommate to pay the bills. This can be risky for the money manager, who has to pay the bills even if the other roommates don't pay their share by the due date. One person being legally responsible for the bills and others being able to walk away at any time may or may not be the best arrangement. Potential roommates need to spend time thinking about the problems that sharing expenses can cause and develop a plan for paying expenses as part of a written roommate agreement.

A roommate agreement can be as simple as a piece of paper with the agreements written out or a more formal document using one of the

sample roommate agreements found online or the one in this leader's guide (Handout 8 in Activity Three). These sample agreements contain lists of issues to discuss. Regardless of the format, all roommates should sign, date, and honor the agreement. Doing so will help roommates have a more positive experience and make it possible to live together successfully.

Adding a Roommate. Before adding or replacing a roommate as part of a rental agreement, the original renters will need to get the landlord's approval. The landlord will want to be sure the proposed new renter has the appropriate qualifications. In most instances, the proposed roommate needs to complete the application process and be approved as a renter.

According to Portman and Stewart (2018), some landlords may also be concerned about occupancy limits (the maximum number of persons allowed in a rental) if the proposed roommate is an addition rather than a replacement. There is normally a limit of two persons per bedroom, but local laws vary and may allow either more or less than the normal limit. It is important for roommates to check on the occupancy limits before starting the process of adding a roommate.

It is also important for renters to inform the landlord in writing about the intention to add a roommate. Adding a roommate may cause two things to happen. First, the rent may increase as more residents will result in additional wear and tear on the property, and there will be increased use of any utilities paid for by the landlord. Second, the landlord may require a new lease that incorporates changes, such as a rent increase, for adding a roommate (Portman and Stewart 2018).

When a Roommate Leaves. It is important to understand the financial and legal consequences of a roommate leaving before the end of the rental agreement (Portman and Stewart 2018). Whether the person is leaving on good terms or not-so-good terms, the following applies:

- **Giving notice.** In most states, the departing roommate must give the landlord at least a 30-day notice. The landlord will probably not pro-rate the rent for an early departure. If the remaining renters also want to leave, they should give their required notice in a timely manner based on the terms of the rental agreement.
- **Finding a replacement roommate.** Most rental agreements have clauses that require approval of any replacement roommate. Ideally, the departing roommate should get permission from the landlord to leave early and find a





Renters protect themselves and what they own by buying renter's insurance.

replacement that is acceptable to the landlord and any roommates wishing to stay in the rental. The remaining roommates can be accommodating when it comes to showing the unit and may be able to actually help find a new roommate. The quicker the unit is rented, the sooner the current renters' liability for the extra rent will be removed.

- **Landlord options.** If the departing roommate leaves without the permission of the landlord, the landlord has the option to evict the remaining roommates and rent to others. If the renters in the unit have been troublesome to the landlord, then the landlord may view this as an opportunity to make a change. However, if the landlord has had a positive experience with the renters, the landlord will probably work with any remaining renters to resolve the issue. This may include using the departing renter's security deposit to subsidize the rent until a suitable replacement is found.
- **Legal consequences.** A roommate that leaves without notice can be held liable in Small Claims Court for any unpaid rent and/or penalties assessed as a result of leaving early. In the meantime, the remaining roommates must pay the share of the rent previously paid by the former roommate.

RENTER'S INSURANCE

A common misconception among renters is that they do not need insurance (Insurance Information Institute 2019). They may believe their belongings are not valuable enough to insure. Or they may believe the landlord's insurance covers their personal possessions if they are destroyed due to damage to their rental unit. Unfortunately, this is not correct. When living in a rental where there is a fire, theft, or other catastrophe, neither the landlord nor the landlord's insurance are financially liable for anything owned by the renters. The landlord will probably have insurance to cover the building the renters are living in, but this insurance will not cover the renters' personal belongings. Renters can purchase renter's insurance to protect their personal belongings. Renter's insurance provides protection against losses to the renter's personal property, provides liability coverage, and pays partial expenses if the rental unit becomes uninhabitable (Wikipedia 2017).

Many landlords require proof of renter's insurance as part of the rental agreement. Each unrelated renter must purchase a separate policy. The good news is that renter's insurance is relatively inexpensive.

Renter's insurance includes three basic types of insurance:

- **Personal possessions.** Standard renter's insurance policies typically protect the renter's personal belongings against damage from fire, smoke, lightning, vandalism, theft, explosion, windstorm, water, and other disasters listed in the policy. However, it usually does not cover damage from floods and earthquakes unless the renter purchases a supplemental policy. A policy will only partially cover high-value items like expensive electronics, jewelry, or sports equipment. Separate policies can be purchased to cover high-value items. Renters insurance does not cover vehicles.

Renters who think their possessions are not that valuable might be surprised at the value of their personal belongings if they were to attempt to replace everything they own. They can estimate the total value of their possessions by making a written, photo, or video inventory and estimating the value of each item individually. Many insurance companies have websites with simple calculators that help estimate the cost of possessions. This information helps a renter determine how much insurance to purchase. The inventory, especially photos and videos, can be used if a loss occurs and it is necessary to file a claim. Since the type, quality, and quantity of possessions change over time, it is a good idea to review the inventory and policy annually to ensure coverage is adequate.

When purchasing insurance for personal possessions, it is important to understand the difference between *actual cash value* and *full replacement cost*, as this is the basis for how much the insurance company pays in the event of a loss.

- Actual cash value means that the renter's possessions will be replaced minus an amount for depreciation (the reduction in the value of the item due to age and use).
 - Full replacement cost means that the possessions will be replaced at the current full cost of replacing each item (with no deduction for depreciation) up to the limit of the policy.
- **Liability.** Standard renter's insurance policies provide liability protection against lawsuits for bodily injury or property damage that renters cause to other people or their belongings. It also pays for damage their pets may cause. For example, if a renter or the renter's pet accidentally destroys a neighbor's expensive sofa, it will be covered. However, policies do not cover damages to a sofa owned by the renters.

It is important to accurately estimate the cost of possessions. Overestimating may result in paying for unnecessary insurance, while underestimating could result in not having enough money to replace possessions.

Full replacement cost coverage usually costs about 10 percent more than *actual cash value* coverage. In most cases, it may be well worth the extra cost.

Renter's insurance can be very affordable. The monthly cost for \$30,000 worth of coverage for personal possessions, as well as liability and ALE, is about the same price as buying a pizza each month.



- The liability portion of the policy pays for defending the policy owner in court as well as paying court awards up to the amount of the policy. It is generally recommended that liability coverage be at least \$100,000, but many experts recommend at least \$300,000.
- No-fault medical coverage is also part of the policy. So, a friend who slips on the renter's rug and breaks an arm can submit the medical bills to the renter's insurance company. However, this coverage is usually limited to \$1,000 or \$5,000 unless the renter pays for additional insurance. This coverage will not pay similar medical bills for the policy owner.
- **Additional living expenses (ALE).** This portion of the policy pays expenses if the renter's home is destroyed by a disaster that the policy covers and the renter needs to move out of their rental and live somewhere else temporarily. ALE typically pays the difference between their additional living expenses and their normal living expenses. ALE covers the bills for hotels, temporary rentals, restaurant meals, and other similar expenses up to the policy limits. The policy will specify the number of days that the policy covers these expenses.

Buying Renter's Insurance. Many insurance companies sell renter's insurance. Comparison shopping is important, since prices vary greatly among companies (Insurance Information Institute 2019; Housman 2020). Experts recommend getting quotes from at least three different companies to provide a good idea of how prices vary. However, the lowest price may not offer the needed coverage, the most comprehensive coverage, or be from the most reliable company. Ask friends and family for recommendations to help find companies that answer questions, pay claims fairly and efficiently, and offer good coverage. Once renters know where they will be living, getting quotes can be relatively simple, as many insurance companies will provide online quotes.

To save money on premiums, renters can purchase a policy with a higher deductible. The deductible is the amount of money the insured (the renter) has to pay toward a loss before the insurance company starts to pay. Typically, the higher the deductible, the lower the premium will be. In other words, in the event of a loss, if the renter is willing to pay a larger deductible, say \$1,000 instead of \$500, the insurance cost will usually be lower. A policy with a \$1,000 deductible can be as much as 25 percent less than one with a \$500 deductible. It is all a matter of how much renters are willing and able to pay if their possessions are damaged, destroyed, or stolen.

Some insurance companies offer discounts if renters have another policy with the same company, such as car insurance. If the rental unit has a security system, smoke detectors, or deadbolts on entry door(s), discounts may be offered. Some companies also offer discounts based on a renter's age, student status, or being a non-smoker.

First-time renters may be surprised at how relatively inexpensive renter's insurance can be. Studies by the Independent Insurance Agents and Brokers of America as well as the Trusted Choice Independent Insurance Agents indicate that the average price of renter's insurance for \$30,000 worth of personal possession coverage ranges from \$12 to \$15 per month. These numbers are just an average, as rates vary greatly among locations and even within the same city (Pearl 2018).

EVICITION

Eviction is a legal process that allows the landlord to make renters move out of a rental. Most renters want to avoid being evicted, and most landlords do not want to go through the eviction process. However, the California Department of Consumer Affairs affirms that if renters are not living up to the terms of the rental agreement, the landlord can legally begin the eviction process. Common reasons why a landlord starts the eviction process include the following:

- The renters have not paid the rent, usually for a period of several months; however, the legal process can begin when renters are 1 month behind.
- The renters have not followed the terms of the rental agreement.
- The renters have damaged the rental property.
- The renters are involved in illegal activities on the property.

If renters are not paying rent, the landlord will typically begin the eviction process by serving renters with a 3-day written notice. The notice instructs them to pay the rent or move out in 3 days. Renters may also receive a written notice if the landlord believes the renters are not living up to the terms of the rental agreement. The written notice requires renters to comply with the terms of the rental agreement or move out (usually within 3 days). For instance, if the renters are parking in parking spaces assigned to other renters, they will receive a notice to stop the practice or to move out. If the renters comply with the 3-day notice, they can legally stay in the rental. But if they do not comply, the landlord can start the eviction process.



Landlords want renters who pay rent on time, follow the terms of the rental agreement, maintain the rental in good condition, and do not engage in illegal activities.



To begin an eviction, the landlord files a lawsuit called an unlawful detainer. When renters receive an unlawful detainer, there is commonly a 5-day period for them to respond. If the renters file a written response with the court in 5 days, a trial date will be set. At the trial, both the landlord and the renters can state their side of the case. If the renters win, they can stay in the rental. If not, the renters will be ordered to move out.

If renters fail to submit a written response to an unlawful detainer within the 5-day period, they can be legally ordered to move out. In this case, the court will file a default judgment against the renters. A law enforcement official will post a 5-day notice on the door of the rental, instructing the renters to move out. If they do not move out in 5 days, a law enforcement official can force them out. In addition to being moved out, the renters may have to pay unpaid rent, pay the costs to clean and repair damages to the rental, and pay the legal fees of the landlord for the eviction.

Renters also have rights if a landlord is trying to force them to move out without a legal cause. It is illegal for a landlord to turn off utilities or lock renters out of their rental unit in hopes that they will move before the end of a rental agreement. If either of these events occur, the renters should write a letter and meet with the landlord to be sure there was not a mistake or misunderstanding. If the renters decide that the landlord's actions were done to force them out illegally, they should seek legal advice (California Department of Consumer Affairs 2012).

RIGHTS AND RESPONSIBILITIES

Federal, state, and local laws provide a variety of rights and responsibilities for renters and landlords (FindLaw, 2018). While some of this information has previously been included in this leader's guide, the following summarizes the information for easy understanding.

Renters' Rights. The federal Fair Housing Act, passed in 1968, helps to protect the rights of renters and prospective renters. This law prohibits discrimination based on race, color, ancestry, national origin, religion, sex, disability, marital status, familial status, source of income, sexual orientation, age, or any other arbitrary factor. Renters cannot be turned down for occupancy based on any of these reasons.

Renters also have the right to habitable premises, meaning the rental unit must be fit to live in. Landlords have the responsibility for

repairs and making sure the rental is safe and livable. Most states do not allow a landlord to put language in the rental agreement stating that renters “waive” their right to habitable premises. A few things that might make a place uninhabitable include holes in the floor, bad wiring, plaster coming off, and similar situations. An infestation of vermin, such as rats, mice, or cockroaches, would also make a rental uninhabitable.

Privacy and “quiet enjoyment” are also renters’ rights. This means the renters have the right to reasonable freedom from being disturbed by the landlord. Unless there is a fire or other emergency, the landlord must provide prior notice before entering the rental. Some states have laws that set forth rules on how much advance notice must be given and whether the landlord must tell the renters what time they plan to arrive.

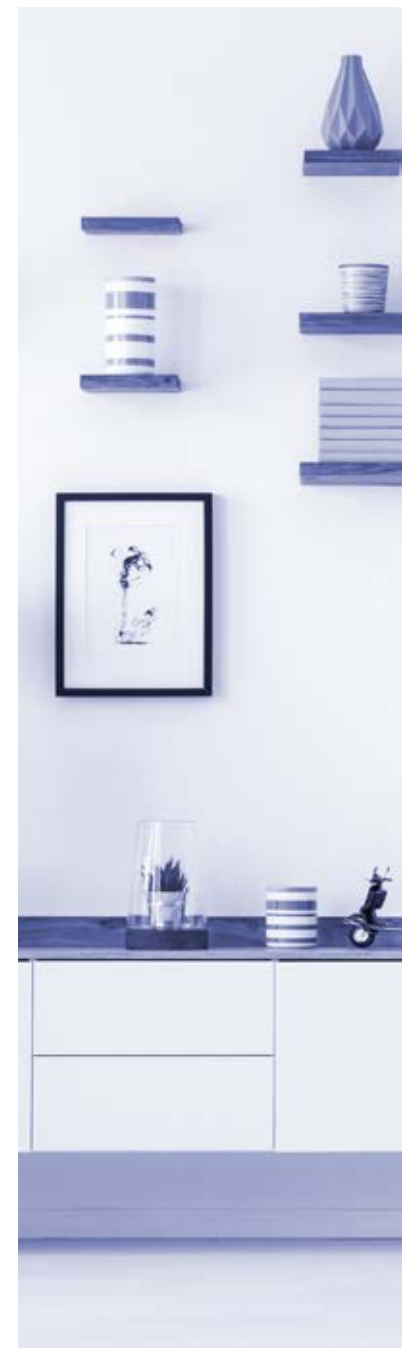
The landlord cannot require a security deposit that exceeds a limit set by state law; however, not all states have an upper limit. It is best to check state law if there is a question about limits. The amount may vary based on whether or not the unit is furnished or unfurnished. Pets, smoking, length of lease, and other factors can influence the amount of the security deposit. The landlord must treat renters equally on deposit requirements. If a neighbor has a lower security deposit than they do, they have the right to know why.

Many states have statutes stating that the deposit must be returned with interest and within a given time period. If the entire deposit is not returned, the landlord must send an itemized list of how the money was spent. Common conditions that may result in deposits not being completely returned include

- damages to the unit that must be repaired that are beyond common wear and tear.
- cleaning to restore the unit to the condition it was in at the beginning of the term beyond normal wear and tear.
- unpaid rent.
- failure to return personal property such as keys, remotes, or furniture.

There tend to be many misconceptions about what is a legal right and what is a privilege. Rights pertain to non-discrimination, habitability, and privacy. Everything else is probably a privilege. For example, by law, renters do not have the right to a parking space or on-site laundry. These items are negotiable.

Renters may feel they do not have many rights and that the landlord has all the power. That is not really true, and this feeling is probably





The rights and responsibilities of the landlord and renters are established by law and the rental agreement.

due to the fact that most renters do not know or realize the rights that laws provide them. If renters end up with a disreputable landlord, it may be worth their effort to do a little research and find out what they can do about it. To answer questions about state laws, renters can check with their state's Department of Consumer Affairs or Department of Real Estate. Check with the county and city to learn about any local rental laws.

Renters' Responsibilities. Along with rights, renters also have responsibilities. The following are commonly accepted renters' responsibilities:

- Pay the rent on time.
- Deal with the landlord fairly and in good faith. Do not make outrageous requests and be honest in working with the landlord.
- Follow the terms of the rental agreement.
- Keep the unit clean and free of trash; deposit trash in a clean and safe manner.
- Use gas, electric, and plumbing fixtures correctly.
- Notify the landlord in writing of needed repairs. Do this in a timely manner, and allow access to the unit to complete repairs.
- Be responsible for any damages they caused, as well as damages caused by their friends or pets.
- Comply with current building and housing codes.
- Move out completely at the end of the term, taking all belongings; leave the unit looking as it did upon moving in.

Landlords' Rights. Just like renters, landlords have rights that are determined by federal, state, and local laws and the rental agreement. These laws vary depending on where the rental is located. Generally, landlords have the following rights:

- Rent property to anyone they choose so long as there is no discrimination against the renters or prospective renters as outlined by the Fair Housing Act.
- Evict tenants who violate the terms of the rental agreement, such as not paying rent.
- Enter, inspect, or show the rental property at reasonable times and in a reasonable manner as outlined in the rental agreement.
- Increase rent, other than in rent control situations.
- Sell the property at any time. (The new owner must continue to follow the rental agreement between the original landlord

and renters. The exception is if the new owner will become the occupant, in which case, the renter can be asked to move out 30 days after the property is sold.)

Landlords' Responsibilities. All landlords have the responsibility to

- deal with renters fairly and in good faith.
- provide timely written responses to requests from renters.
- ensure that the rental is habitable, clean, and free of environmental hazards.
- comply with all current building and housing codes.
- make all repairs in a timely manner to keep the unit in safe and habitable condition (e.g., promptly repair appliances provided and electrical, plumbing, sanitary, heating, ventilating, and air conditioning systems).
- keep all common areas of the premises in safe condition, making sure lighting in hallways, walkways, and parking areas is working.
- perform other duties as outlined in the rental agreement.
- provide written notices to renters for any rent increases and notifications requiring renters to move out.
- notify renters in writing of any breaches the renters cause in the rental agreement.

Before renting, the landlord must make the rental unit fit to live in, or habitable. A rental unit may be considered uninhabitable if

- it contains a lead hazard or asbestos that endangers the occupants.
- it is a substandard building that contains a structural hazard or inadequate sanitation.
- some nuisance endangers the health, safety, property, or welfare of the occupants.

Before signing or renewing a rental agreement, a landlord must disclose any known lead-based or other hazards on the property. Both the landlord and renters must sign an Environmental Protection Agency (EPA) approved disclosure form to prove that the landlord told the renters about any known hazard on the premises. Landlords must keep the signed disclosure for 3 years from the date the tenancy begins.



SUMMARY

Finding a place to live and moving out on one's own can be an exciting time. However, it is also a time that requires planning and learning new information about a rental agreement, communicating effectively, living with others, and learning the rights and responsibilities of renting. Renters can work with landlords, neighbors, and roommates to prevent misunderstandings and problems by following their rental agreement, treating each other fairly and in good faith, and paying rent on time. These are important steps to help first-time renters find and maintain a rental and successfully live on their own.

GLOSSARY

Actual cash value. A term that indicates how much the insurance company will pay to replace the policyholder's possessions less an amount for depreciation.

Additional living expenses (ALE). The part of a renter's insurance policy that pays for some expenses if the policyholder's home is destroyed by a disaster covered by the policy and the policyholder needs to live elsewhere. Also called ALE.

Deductible. The amount of money the policyholder has to pay toward a loss before the insurance company starts to pay.

Depreciation. The reduction in the value of an item due to age and use.

Environmental Protection Agency (EPA) approved disclosure. Form that must be signed by the landlord and renters indicating that the landlord told the renters about any known environmental hazards on the premises.

Eviction. A legal process that allows the landlord to make renters move out of a rental.

Fair Housing Act. A federal law that prohibits discrimination when renting, buying, or selling homes.

Full replacement cost. Insurance term indicating that the insurance company will replace the possessions of the policyholder at the current full replacement cost, with no deduction for depreciation.

Habitable. A residence is fit to live in (i.e., structurally sound, adequate sanitation, no lead or asbestos hazard, etc.).

Homeowner's association (HOA). A governing body that establishes the rules and restrictions for condominiums, townhomes, subdivisions, and planned unit developments. Also called HOA.

Landlord. Someone who owns real estate and rents it to others.

Late fee. A fee charged by the landlord when renters do not pay the rent on time.

Lease rental agreement. A contract between renters and a landlord/property management company to rent real estate for a fixed amount of time with specific terms and at a fixed rental rate.

Liability. The part of a renter's insurance policy that provides protection against lawsuits for bodily injury or property damage that the policyholder causes to other people or their belongings. It also pays for damage to others and/or their property caused by pets belonging to the policyholder.

Mediation and legal action clause. A clause in the rental agreement that indicates how problems between a landlord/property manager and renters will be handled and who is responsible for legal fees.

Money manager. The roommate who agrees to have rental bills in their name and takes responsibility for paying them. They collect money from other roommates to cover the rental bills.

Month-to-month rental agreement. A contract between renters and a landlord/property management company to rent real estate for a month at a time. The price and terms can be changed monthly.

Moving-out notice. A notification that a renter will be moving out. The notice can come from the renter or the landlord.

Occupancy limits. The maximum number of persons allowed in a rental.

Personal possessions. Things a person owns, including furniture, electronics, clothing, appliances, etc.

Personal possessions coverage. The part of a renter's insurance policy that covers the replacement or value of the belongings of the policyholder if they are damaged or destroyed by a disaster covered by the policy.

Property manager. Someone who manages real estate rental property for a landlord.

Quiet enjoyment. Implies a renter has the right to reasonable freedom from being disturbed by the landlord.

Rental agreement. A legally binding contract that is made between a landlord/property management company and renters to rent real estate. This document includes the terms and conditions related to renting the unit. Rental agreements are usually leases or month-to-month contracts.

Renter/tenant. Someone who rents real estate property.

Renter's insurance. An insurance policy that provides coverage for damage or loss of personal possessions, liability, and partial living expenses if the policyholder has to relocate because the rental becomes uninhabitable.

Roommate agreement. An agreement developed by roommates to address issues that may arise when living together (i.e., cleaning, shared expenses, guests, pets, food, etc.).

Roommate compatibility assessment. A tool used by potential roommates to learn more about each other and to determine whether they could live together successfully.

Security deposit. A fixed amount of money kept by the landlord/property manager during the term of the rental agreement to be used if the renters damage the property or leave before the rental agreement is up.

Subletting/subleasing. When the original renters continue to rent the unit and are responsible for all rent and damages, but they do not live in the unit. Instead, they rent it to others who pay rent to the original renters.

Unlawful detainer. A legal action to evict renters from the place where they live for not following the terms of the rental agreement.

ADDITIONAL RESOURCES

Consumer Financial Protection Bureau is a federal government agency that ensures banks, lenders, and other financial companies treat consumers fairly while providing impartial answers to hundreds of financial questions. <https://www.consumerfinance.gov/>.

Los Angeles County Department of Consumer & Business Affairs offers tips on landlord-tenant rights and responsibilities. Visit their website at <http://dcba.lacounty.gov/consumer-protection/>. (Check for a similar website/resource in your community.)

Money Talks is a financial literacy website developed by the University of California Cooperative Extension for teens and young adults. Participant guides are available in both English and Spanish. Topics include simple ways to save, money matters, car buying, food buying, banking, credit, and finding a job. Educators and leaders can access the participant guides as well as the leader's guides, which include background information, lesson plans, and activities. UCCE *Money Talks* website, <http://moneytalks.ucanr.edu>.

Nolo.com offers online and print do-it-yourself legal guides and forms to help consumers and small businesses find answers to their everyday legal and business questions. Some publications related to renting a home include Renter's Rights and Renting a Place to Live.

USA.gov is an official website of the United States government that is a portal to reliable, non-biased information from various government offices. 1-844-USA-GOV1, <https://www.usa.gov/housing>.

U.S. Department of Housing and Urban Development (HUD) provides information about tenant rights. To find out about the laws and protections by state, go to the [HUD.gov](https://www.hud.gov) website, <https://www.hud.gov/>, and search for "tenant rights in (name of state)."

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Activity One

Reading and Understanding the Rental Agreement

Estimated Activity Time: 60-minute session

In this activity, participants take a serious look at a rental agreement and what it means to sign this legally binding contract. Participants explore the importance of carefully reading the rental agreement and determining if they can truly comply with the costs, rules, and regulations outlined in the rental agreement. They read a rental agreement and answer questions to assess their understanding of the contract.

GETTING READY CHECKLIST

Session

- Read through the entire activity before presenting it.
- Set up equipment to project visuals.
- Visual 1—*What Is a Rental Agreement?*
- Visual 2—*What's in the Rental Agreement?*
- Visual 3—*Before Signing the Rental Agreement*
- *I Found the Perfect Place to Live! Now What?* participant guide—one per participant
- Handout 1—*Rental Agreement*—copy one per participant
- Handout 2—*Reading a Rental Agreement*—copy one per participant
- Handout 3—*Reading a Rental Agreement Answers*—copy one per participant

Extend the Lesson

- Research rental laws in the local area using
 - the United States Housing and Urban Development website, <https://hud.gov>.
 - information from the local or state Department of Consumer Affairs or Department of Real Estate where this activity is being presented.
 - information from the state, county, and/or city where this activity is being presented.
- Contact reputable local property management companies and/or real estate agencies that manage rentals and ask for copies of blank rental agreements. The goal is to get copies of three to five different, blank rental agreements used in your area.
- Handout 4—*Local Rental Laws*—copy one per participant
- Copy the three to five local rental agreements—one rental agreement per participant.
 - All participants in the same group receive the same rental agreement.
 - Rental agreements will vary among the groups.
- Computers, tablets, or cell phones with internet connection

LEARNING OBJECTIVES

Participants will...

- discuss what a rental agreement is and what it means to sign one.
- practice how to carefully read a rental contract.
- assess their understanding of a rental contract.

SUPPLIES NEEDED

Session

- Visual 1—*What Is a Rental Agreement?*
- Visual 2—*What's in the Rental Agreement?*
- Visual 3—*Before Signing the Rental Agreement*
- Equipment to project visuals
- *I Found the Perfect Place to Live! Now What?* participant guide
- Handout 1—*Rental Agreement*
- Handout 2—*Reading a Rental Agreement*
- Handout 3—*Reading a Rental Agreement Answers*

Extend the Lesson

- Handout 4—*Local Rental Laws*
- Three to five different rental agreement forms (with no personal information filled in)
- Computers, tablets, or cell phones with internet connection

DOING THE ACTIVITY

Session

1. Begin the activity by asking participants

- What do you already know about rental agreements?
- What do you think is the purpose of a rental agreement?

Acknowledge their answers by indicating that rental agreements can be long and confusing.

2. To help participants evaluate their current knowledge of rental agreements, ask them to complete the *My Rental Agreement Knowledge* quiz on p. 3 of the *I Found the Perfect Place to Live! Now What?* participant guide. As they complete the quiz, encourage them to check how well they did by reviewing the answers on the last page of the participant guide. Once everyone has completed the quiz, ask for feedback about how challenging the quiz was and what new information they learned.

3. Use *The Rental Agreement* information on pp. 3-8 of the Background Information in this leader's guide to present this lesson. Display **Visual 1—What Is a Rental Agreement?** Explain what a rental agreement is and what it means to sign one, including the following points:

- A rental agreement is a legal contract between landlord/property manager and tenant(s).
- Tenant(s) agrees to all terms and conditions.
- Anyone signing a rental agreement must be of legal age.

4. Ask participants

- What should be included in a rental agreement?

Display **Visual 2—What's in the Rental Agreement?** In addition to their answers, include the following information:

- type and length of rental agreement—month-to-month, lease, other
- rent amount, utilities included, how to pay, when due, late fees, when rent can be increased
- security deposit and other fees—refundable or non-refundable
- number of renters allowed—may be determined by local regulations and/or the landlord's preference
- repairs and maintenance—how and where to report problems, check before making changes to walls, floors, etc.
- circumstances when landlord can enter rental



- special rules and restrictions—parking, pets, visitors, smoking, noise, number of renters allowed, subletting, rental insurance requirements, fee for breaking lease, when lease can be terminated, use of community areas, etc.
- moving out—when and how to give notice when moving, cleaning, and repairing any damage, etc.

5. Ask participants

- Why do property managers and landlords require renters to sign a rental agreement prior to moving in to rental property?

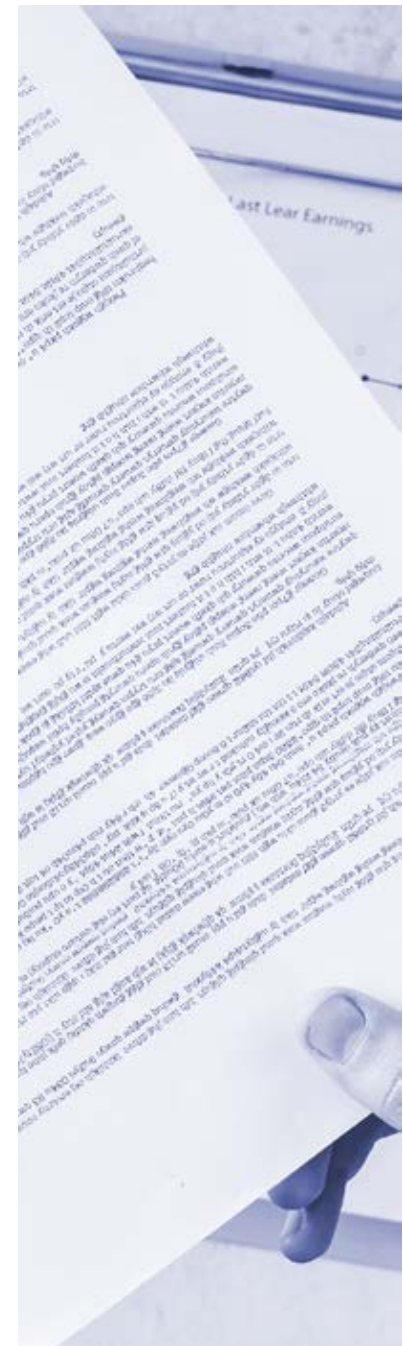
In addition to their responses, add the following answers:

- to set guidelines for living in the property
- to protect both landlord and renter

6. Display **Visual 3**—*Before Signing the Rental Agreement*. Explain what renters should do before signing a rental agreement:

- Read carefully to understand all costs, rules, and regulations.
- Ask questions about anything that is not clear or doesn't seem right.
- It's okay to ask for changes, but there is no requirement for the landlord to make changes.
- Verify that all terms are agreeable and can be complied with. Signing means that renter(s) agrees to all terms and conditions.
- Be sure no areas in the rental agreement are left blank for the landlord to fill in later.
- Understand what happens, as well as the legal ramifications, if rules and regulations are not followed. This includes eviction.
- If more than one renter will sign, determine who is financially responsible if one person damages the property or doesn't pay rent.
- Know what will happen if the tenant(s) needs to terminate the lease early.

7. Provide participants an opportunity to practice reading a rental agreement. Distribute a copy of **Handout 1**—*Rental Agreement* and **Handout 2**—*Reading a Rental Agreement* to each participant. Explain that they will be reading the rental agreement and answering questions about what is included or not included in the rental agreement. Remind them that it is important to read it carefully to fully understand everything that the signer is committing to in the rental agreement.





8. After participants have had an opportunity to complete **Handout 2—Reading a Rental Agreement**, lead a discussion by asking
 - Tell me what you learned by completing this activity.
 - Explain what you found challenging about this activity.
9. Distribute **Handout 3—Reading a Rental Agreement Answers**. Review the answers with the group. Then ask
 - How were your answers similar to or different from the answers provided?
 - Why do you think there are differences between your answers and the answer sheet?
 - Why would you sign or not sign this rental agreement?
10. Summarize the lesson by reminding participants that since a rental agreement is a legally binding contract, taking the time to read it completely and asking questions are important steps that will help them evaluate if the contract is something that they can truly agree to and live by. Making this determination prior to signing will lead to a more successful rental experience.

Extend the Lesson

1. Begin the activity by asking participants the following questions:
 - Who decides rental laws?
 - Why do you think rental laws differ among different states, counties, and cities?
 - How important is it to know and understand rental laws before signing a rental agreement?
 - Where could you find information on rental laws for the community you would like to live in?
2. Using *The Rental Agreement* information on pp. 3-8 of the Background Information in this leader's guide, explain to participants that
 - all renters are covered by national laws.
 - rental laws can vary from state, to county, and to city, since each entity can pass additional laws.
 - knowing the laws in the state and community where they want to live will help them understand their rights and responsibilities as a renter.
 - information about state rental laws should be available from the state's Department of Consumer Affairs or Department of Real Estate.

- counties and cities that have additional rental laws can provide information about local laws.
 - another source of rental information can be rental agreements used in the area where they would like to rent.
3. Divide the group into small groups of two or three participants. Distribute a copy of **Handout 4—Local Rental Laws** to each participant. Distribute copies of the three to five different local rental agreements, ensuring that all participants of the same group have the same rental agreement. If you have more than three to five groups, it's okay for some groups to review the same rental agreement.
 4. Explain that the goal of this activity is to read the rental agreement and use the information to answer the questions on **Handout 4—Local Rental Laws**. Some of the answers may not be in the rental agreement and participants may need to search state, county, and city rental laws online.
 5. When the groups have finished the activity, ask
 - How challenging was it to answer the questions on the handout?
 - What was the hardest question to answer? Why?
 - What new information did you learn by doing this activity?
 - How likely are you to do additional research on local rental laws in the area where you would like to live?
 6. Review the correct answers for each rental agreement. If there are differences between participants' answers and the answers that you found, provide an opportunity for participants to explain how they decided on their answers. As a group, come to a consensus on the answers.
 7. Summarize the activity by reminding participants that before signing a rental agreement, it is usually worthwhile to spend some time learning about the state and local rental laws where they plan to live. Knowing the laws can help them build confidence to ask questions, identify potentially illegal requirements, and understand the rental agreement they will sign.



What Is a Rental Agreement?

Legal agreement between renter(s)/landlord(s) to rent

- a given space
- for a specific time
- at a specified rate

What Does It Mean to Sign?

- Renter(s) agrees to all terms and conditions.
- Must be of legal age to sign.

A Rental Agreement Is Legally Binding!!!



What's in the Rental Agreement?

- **Type of agreement** • **Repairs and maintenance**
- **Rent and utilities** • **Landlord entering rental**
- **Security deposit and other fees** • **Special rules and restrictions**
- **Number of renters allowed** • **Moving out**



Before Signing the Rental Agreement...

- Read carefully
- Ask questions
- Ok to ask for changes, but landlord can say no
- Verify that you really can live with all the terms
- Be sure there are no blank spaces
- Understand what happens if...
 - you do not follow terms of agreement
 - you have more than one renter signing agreement
 - you need to break the lease early

Handout 1

Rental Agreement

INSTRUCTIONS

A rental agreement is a legal document between the landlord and renters. It is very important to read and understand the entire document before signing. It spells out the terms of the agreement and any rules and regulations landlords and renters are expected to follow. Below is a sample agreement to rent a condo from a landlord.

This Agreement is made and entered into by and between **Liz Sanchez** (hereinafter referred to as “Landlord”) and **Robert Williams and Michael Chang** (hereinafter referred to as “Tenant”).

Premises: Landlord hereby leases the **X** unfurnished ___ furnished premises located at **123 Main St** in the city of **Hometown**, state of **California**, to Tenant.

Term of Agreement: The Agreement will start on **1st** of **February, 2025**, and will continue until **31st** of **July, 2025**. The Agreement may be renewable upon the end of the term. To terminate tenancy, Landlord or Tenant must give the other party a written 30-day notice. If Tenant plans to terminate on or after the first day of payment for a given month, the Rent shall be pro-rated accordingly. If Tenant does not provide Landlord with a written notice, the full security deposit will be forfeited.

Rent Payments: Tenant agrees to pay Landlord **\$1,000** per month as Rent for the term of Agreement. Due date for Rent shall be on the **1st** day of each month and shall be considered advance payment for that month. Rent shall be made payable to **Liz Sanchez**. Rent shall be paid using electronic transfer or in cash, money order, cashier’s check, or personal check at **987 Center Street, Hometown, CA 99999**.

Multiple Tenants: Each Tenant(s) is jointly and individually liable for monthly Rent payments established in this Agreement.

Rent Increases: There will be no Rent increases through the Term of Agreement. Rent can be increased at renewal by Landlord providing Tenant with a 30-day written notice.

Late Charges: Rent is due on the **1st** of each month. If any or all of the Rent is not received by the **1st** of the month, **\$10** per day will be charged as late fees until full rental payment is received. If Rent is not received by the **5th** of the month, Tenant will be considered in breach of the Agreement and eviction proceedings will be initiated.

Insufficient Funds: Tenant agrees to pay a charge of **\$30** for each check or electronic transfer given by Tenant to Landlord that is returned to Landlord for lack of sufficient funds. Tenant shall also pay late charges, as described above, until Landlord has received full payment. If a check is returned to Landlord or an electronic transfer rejected a second time, all future payments from Tenant shall be made in cash, money order, or cashier’s check.

Tenants’ Initials: (____) (____)

Landlord’s Initials: (____)

Security Deposit: At the signing of this Agreement, Tenant shall deposit with Landlord the sum of **€1,500** as security for observing the terms under this Agreement and for any damage caused to the Premises during the term of the Agreement.

Upon termination of the tenancy, Landlord may use part or all of the security deposit to clean and repair any damage to the Premises caused by Tenant, Tenant's family, pets (if allowed), and visitors to the Premises. However, Landlord is not limited to the security deposit amount and Tenant remains liable for any balance. Professional carpet cleaning is required when Tenant vacates the Premises.

If Tenant breaches any terms or conditions of this Agreement, Tenant shall forfeit deposit, as permitted by law. Security deposit will not be returned until all Tenants have vacated the Premises and all keys have been returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement. Security deposit shall not be used by Tenant in lieu of payment for any portion of the last or any month's Rent.

Use of Premises: The Premises shall be used and occupied solely by Tenant as a residential dwelling and shall not be used for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private dwelling. Tenant shall not allow any other person to use, stay overnight, or occupy the Premises for longer than **3** days without first obtaining Landlord's express written consent to such use. Tenant shall comply with any and all laws, ordinances, rules, and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy, and preservation of the Premises.

Occupants: Tenant agrees that no more than **2** persons may reside on the Premises without prior written consent of Landlord.

Notices: A notice by one Tenant to Landlord is considered a notice by all Tenants. A notice from Landlord to one Tenant is considered a notice to all Tenants.

Quiet Enjoyment: Tenant shall be entitled to quiet enjoyment of the Premises. Landlord shall have the right to enter the Premises during normal working hours for inspection, to make necessary repairs, alterations, or improvement, to supply services as agreed, or for any reasonable purpose by providing at least twenty-four (24) hours' notice. Landlord may exhibit the Premises to prospective purchasers, mortgagees, or Tenants upon reasonable notice.

Parking: Landlord

shall provide **1** parking space(s) to Tenant(s), described as **Space #33**, for a fee of **€20** to be paid _____ at the execution of this Agreement

on a monthly basis in addition to the Rent.

_____ shall not provide parking.

Tenant cannot bring oversized vehicles onto Premises. All vehicles must be in operating condition and no vehicle repair work may be done on Premises.

Tenants' Initials: (____) (____)

Landlord's Initials: (____)

Condition of Premises: Tenant has inspected the Premises and acknowledges that the Premises are in good and acceptable condition and are habitable. If at any time during the term of this Agreement, in Tenant’s opinion, the conditions change, Tenant shall promptly provide reasonable notice to Landlord.

Assignment and Sub-letting: Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord.

Utilities and Services: The utilities and services listed below will be the responsibility of the following: (Enter “Landlord” or “Tenant”)

Gas:	<u>Tenant</u>	Electricity:	<u>Tenant</u>	Cable/Satellite:	<u>Tenant</u>
Water:	<u>Landlord</u>	Phone:	<u>Tenant</u>	Gardening:	<u>Landlord</u>
Trash:	<u>Landlord</u>	Internet:	<u>Tenant</u>	Other:	_____

Pets: Landlord agrees that Tenant shall have the right to 1 pet (cat or dog only) on the Premises that does not weigh over 40 pounds. No exotic, illegal, or aggressive animals permitted. If an animal is outside the unit, it must be on a leash or in a carrier at all times. Tenant is responsible for immediate cleanup and proper disposal of pet’s waste. For the right to have pet(s) on the Premises, Landlord shall charge a fee of \$500 that is refundable unless there are damages related to the pet. Tenant is responsible for all damage that any pet causes, regardless of ownership of said pet and agrees to restore the property to its original condition at Tenant’s expense.

Smoking: No smoking of any substance is allowed inside the Premises or common areas. If smoking does occur inside the Premises or common areas, (i) Tenant is responsible for all damage caused by the smoking, including but not limited to stains, burns, odors, and removal of debris; (ii) Tenant is in breach of this Agreement; (iii) Tenant, guests, and all others may be required to leave the Premises; and (iv) Tenant acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpet and window coverings and paint the entire Premises. Such actions and other necessary steps will impact the return of any security deposit. The Premises or common areas may be subject to a local non-smoking ordinance.

Noise: Tenant shall not cause or allow any unreasonably loud noise or activity in the Premises that might disturb the rights, comforts, and conveniences of other persons. Tenant agrees to abide by any and all local, county, and state noise ordinances.

Insurance: The personal property and vehicles of Tenant, or their guests, are not insured by Landlord for either damage or loss, and Landlord assumes no liability for any such loss. Each Tenant agrees to obtain a “Renter’s Insurance” policy and to provide Landlord with a copy of policy within seven (7) days from execution of this Agreement.

Keys/Locks: Tenant acknowledges receipt of 2 key(s) to front security door/front door of the Premises, and 2 key(s) to gate. Tenant shall neither duplicate nor share keys.

Tenants’ Initials: (____) (____)

Landlord’s Initials: (____)

Vacating Premises: Upon termination of this Agreement, Tenant shall (i) give Landlord all copies of all keys or opening devices to the Premises, including any common areas; (ii) vacate and surrender the Premises to Landlord, empty of all persons; (iii) vacate any/all parking and/or storage spaces; (iv) clean and deliver the Premises to Landlord in the same condition as at time of move-in; (v) remove all debris; (vi) provide receipts for carpet cleaning and/or any other repairs; and (vii) give written notice to Landlord of Tenant’s forwarding address.

Breach of Contract, Early Termination: In addition to any obligations established in paragraph above (Vacating Premises), in the event of termination by Tenant prior to completion of the original term of the Agreement, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses, and painting costs necessary to ready the Premises for re-rental. Landlord may withhold any such amounts from Tenant’s security deposit.

Mediation: Tenant and Landlord agree to mediate any dispute or claim arising between them out of this Agreement before resorting to court action. Fees for mediation and legal action will be split equally between Tenant and Landlord.

Entire Agreement: This Agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements. Each Tenant(s) is jointly and individually liable for all of this Agreement’s obligations. Landlord and Tenant(s) agree to the terms and conditions and shall be bound until the end of the Agreement term.

The parties have agreed and executed this agreement on the **15th** day of **January, 2025**.

Landlord’s Signature: _____ Print Name: _____

Date: _____

Tenant’s Signature: _____ Print Name: _____

Date: _____

Tenant’s Signature: _____ Print Name: _____

Date: _____

Amount Due at Signing:

Security Deposit:	<u>\$1,500</u>
First Month’s Rent:	<u>\$1,000</u>
Parking Fee:	<u>\$ 20</u>
Pet Fee(s):	<u>\$ 500</u>
Other:	<i>Not applicable</i>

Total Due: **\$3,020**

Handout 2

Reading a Rental Agreement

INSTRUCTIONS

Carefully reading a rental agreement is the best way to know and understand all the terms and conditions for renting a place to live. Answer the following questions by carefully reading **Handout 1**—*Rental Agreement*. After answering the questions, decide if you would sign the rental agreement. Explain why you would or would not sign.

1. How many months is the rental agreement for?
2. How many days written notice must tenants give the landlord stating they are moving out?
3. What happens if Robert and Michael do not provide the required written notice for moving out?
4. How many days written notice must the landlord provide Robert and Michael asking them to move out?
5. If Michael doesn't pay his share of the rent, who is legally responsible for it?
6. Who is the rent payable to?
7. What day of the month is the rent due?
8. What charges will Robert and Michael have to pay if they do not pay the rent until the 4th of the month?
9. Michael gives cash to Robert for his half of the rent. Robert deposits Michael's cash in his checking account and writes a check to the landlord for the full amount of the rent. Robert gives the landlord his check on the 1st of the month. On the 4th of the month, the landlord tells Robert his check was returned and he will need to pay his rent again. Robert pays his rent on the 5th with cash. In addition to the return check fee, the landlord can charge Robert \$10 a day late fee. How much in total fees will Robert have to pay the landlord?
10. How can the rental unit be legally used?
11. If Robert and Michael want a friend to visit for 5 days, what must they do?
12. Can Robert and Michael ask a third roommate to live with them?

13. How much notice must the landlord give before entering Robert’s and Michael’s place?
14. How much parking is assigned to Robert’s and Michael’s rental? What is the cost for parking?
15. What type of vehicle repairs can be performed on the premises?
16. Can Robert and Michael sublet their rental unit?
17. How many and what type of pets are Robert and Michael allowed to have?
18. If Robert and Michael decide to have a pet, how much extra must they pay for the pet security deposit?
19. What must Robert and Michael do if they take their pet outside?
20. What noise restrictions are included in the rental agreement?
21. What is the smoking policy?
22. What type of insurance coverage does the landlord have for Robert’s and Michael’s personal possessions?
23. What must Robert and Michael do to prove to the landlord that they have renter’s insurance?
24. What will Robert and Michael be charged if they terminate the rental agreement before July 31, 2025?
25. Now that you have carefully read the rental agreement, would you sign this rental agreement?
_____ Yes _____ No Explain why or why not.

Handout 3

Reading a Rental Agreement Answers

INSTRUCTIONS

Below are the answers for the questions in **Handout 2**—*Reading a Rental Agreement*. Learn how carefully you read the rental agreement and how well you understand rental terms and conditions by comparing your answers to the following answers.

1. How many months is the rental agreement for? **6 months**
2. How many days written notice must tenants give the landlord stating they are moving out? **30 days**
3. What happens if Robert and Michael do not provide the required written notice for moving out? **The landlord can keep their security deposit.**
4. How many days written notice must the landlord provide Robert and Michael asking them to move out? **30 days**
5. If Michael doesn't pay his share of the rent, who is legally responsible for it? **Since both Robert and Michael are equally responsible for all the rent, both Robert and Michael will be legally responsible for any rent that Michael did not pay. However, if Michael does not pay, Robert will have to pay the entire rent amount and collect from Michael later or take him to Small Claims Court.**
6. Who is the rent payable to? **Liz Sanchez (the landlord)**
7. What day of the month is the rent due? **1st of the month**
8. What charges will Robert and Michael have to pay if they do not pay the rent until the 4th of the month? **They must pay \$30 (a daily \$10 late fee for the 2nd, 3rd, and 4th.)**
9. Michael gives cash to Robert for his half of the rent. Robert deposits Michael's cash in his checking account and writes a check to the landlord for the full amount of the rent. Robert gives the landlord his check on the 1st of the month. On the 4th of the month, the landlord tells Robert his check was returned and he will need to pay his rent again. Robert pays his rent on the 5th with cash. In addition to the return check fee, the landlord can charge Robert \$10 a day late fee. How much in total fees will Robert have to pay the landlord? **Robert must pay \$70 (\$30 for the returned check plus \$40 for late fees of \$10/day for the 2nd, 3rd, 4th, and 5th.)**
10. How can the rental unit be legally used? **Residential dwelling only—as a place to live, not for work or business use.**
11. If Robert and Michael want a friend to visit for 5 days, what must they do? **Obtain written permission from the landlord before the guest arrives.**

12. Can Robert and Michael ask a third roommate to live with them? **No—the maximum number of people who can live in the rental is two.**
13. How much notice must the landlord give before entering Robert's and Michael's place? **24 hours**
14. How much parking is assigned to Robert's and Michael's rental? What is the cost for parking? **One parking space is assigned to the rental at the cost of \$20/month.**
15. What type of vehicle repairs can be performed on the premises? **None—the rental agreement states vehicle repairs are not allowed on the premises.**
16. Can Robert and Michael sublet their rental unit? **Maybe—but they would need written permission from the landlord.**
17. How many and what type of pets are Robert and Michael allowed to have? **They are allowed one cat or dog that weighs no more than 40 pounds. No exotic, illegal, or aggressive animals are permitted.**
18. If Robert and Michael decide to have a pet, how much extra must they pay for the pet security deposit? **\$500**
19. What must Robert and Michael do if they take their pet outside? **They must have their pet on a leash or in a carrier and immediately clean up and properly dispose of pet waste.**
20. What noise restrictions are included in the rental agreement? **Renters cannot cause or allow any unreasonable noise or activity that disturbs others.**
21. What is the smoking policy? **Smoking is not allowed in the rental or anywhere else on the premises.**
22. What type of insurance coverage does the landlord have for Robert's and Michael's personal possessions? **None—the landlord's insurance does not cover their personal possessions.**
23. What must Robert and Michael do to prove to the landlord that they have renter's insurance? **Provide copies of their renter's insurance policies to the landlord within 7 days of signing the rental agreement.**
24. What will Robert and Michael be charged if they terminate the rental agreement before July 31, 2025? **They will be charged for lost rent, rental commissions, advertising expenses, and painting costs.**
25. Now that you have carefully read the rental agreement, would you sign this rental agreement? Explain why or why not. **Answer will vary.**

Handout 4

Local Rental Laws

INSTRUCTIONS

Answer the questions on this handout by reading a rental agreement and searching local and state rental laws to determine the correct answers.

Name of state, county, or city where you are researching rental laws: _____

1. What is the maximum that can be charged for a security deposit?

_____ The maximum charge for a security deposit is _____

_____ There are no specific laws regarding a maximum charge for a security deposit.

2. Will tenants earn interest on their security deposit held by the landlord?

_____ Yes, the landlord must pay tenants interest on the security deposit.

_____ There are no specific laws requiring landlords to pay interest on security deposits.

3. How many days does the landlord have to return the security deposit after the tenants move out?

_____ The landlord must return the security deposit within _____ days after the tenants move out.

_____ There are no specific laws regarding when the landlord must return the security deposit.

4. When can the landlord enter a rental?

_____ A landlord can enter a rental when _____

_____ There are no specific guidelines for when a landlord can enter a rental.

Activity Two

Renter's Insurance

Estimated Activity Time: 60-minute session

In this activity, participants explore renter's insurance. They examine what renter's insurance covers, why it is recommended for renters, and where it can be purchased. Participants estimate the value of their personal belongings and investigate online the cost of insuring their possessions. They compare policy coverage and costs to determine whether or not they would purchase renter's insurance when they start to live on their own.

GETTING READY CHECKLIST

- Read through the entire activity before presenting it.
- Set up equipment to project visuals.
- Visual 4—*Renter's Insurance—What's Covered?*
- Visual 5—*Why Buy Renter's Insurance?*
- Visual 6—*What Is Covered by Renter's Insurance?*
- Visual 7—*What's Not Covered by Renter's Insurance?*
- Visual 8—*A Typical Rental Policy*
- Visual 9—*Personal Property Replacement Options*
- Visual 10—*Ways to Lower Insurance Costs*
- Visual 11—*What Is the Deductible?*
- Handout 5—*Estimating the Value of My Personal Belongings*—copy one per participant
- Handout 6—*Comparing Renter's Insurance Policies*—copy one per participant
- Computers, tablets, or cell phones with internet connection

LEARNING OBJECTIVES

Participants will...

- discuss renter's insurance, why it is recommended for renters, what it covers, and what it does not cover.
- estimate the value of their personal belongings to determine how much renter's insurance coverage they need.
- investigate and compare renter's insurance policies and costs online.
- evaluate whether or not to purchase renter's insurance when they start living on their own.

SUPPLIES NEEDED

- Visual 4—*Renter's Insurance—What's Covered?*
- Visual 5—*Why Buy Renter's Insurance?*
- Visual 6—*What Is Covered by Renter's Insurance?*
- Visual 7—*What's Not Covered by Renter's Insurance?*
- Visual 8—*A Typical Rental Policy*
- Visual 9—*Personal Property Replacement Options*
- Visual 10—*Ways to Lower Insurance Costs*
- Visual 11—*What Is the Deductible?*
- Equipment to project visuals
- Handout 5—*Estimating the Value of My Personal Belongings*
- Handout 6—*Comparing Renter's Insurance Policies*
- Computers, tablets, or cell phones with internet connection

DOING THE ACTIVITY

1. Begin by asking participants

- How would you replace all your personal belongings if they were stolen or damaged?
- Does anyone know what renter's insurance is? Please explain.

Acknowledge their answers and explain that it is wise to have a good understanding of renter's insurance because it can help protect personal belongings. Some landlords also require that renters purchase and maintain renter's insurance.

2. Use the *Renter's Insurance* information on pp. 16-19 of the Background Information in this leader's guide to present this lesson. Display **Visual 4—Renter's Insurance—What's Covered?** Explain renter's insurance. Coverage can provide for

- replacement of the renter's personal belongings, up to a specified amount, if they are stolen or damaged due to causes such as fire, vandalism, smoke, lightning, etc.
- liability coverage should someone become injured or their belongings damaged due to the renter's actions or negligence.
- some medical coverage for injured guests.
- some living expenses if the rental becomes uninhabitable and renter has to live elsewhere while repairs are being made. Known as ALE (additional living expenses).

3. Display **Visual 5—Why Buy Renter's Insurance?** Explain why renter's insurance is often recommended for renters:

- The landlord's insurance covers only the building and not the renter's personal belongings.
- Most people do not have enough money to replace all their belongings should they be stolen or damaged.
- Renter's insurance is relatively inexpensive.

4. Ask participants

- What types of things would you own if you were living in a rental?

Acknowledge their answers by indicating that many things needed in a rental would probably be covered by renter's insurance. Display **Visual 6—What Is Covered by Renter's Insurance?** Review what personal belongings a renter's insurance policy normally covers:





- electronics
 - clothing
 - furniture
 - appliances
 - jewelry (usually there is a limit, such as \$1,500)
 - hobby and sports equipment (usually there is a limit, such as \$1,500)
 - bedding and bath supplies
 - kitchen supplies
 - home decorations
 - other
5. Ask participants
- What do you think would not be covered by rental insurance?
- Acknowledge their answers. **Display Visual 7—*What's Not Covered by Renter's Insurance?*** Review the following non-covered items:
- vehicles—need a separate policy
 - electronics, jewelry, or other expensive items worth more than the policy limits—can buy extra coverage
 - flood and earthquake coverage—need separate policies
 - other items as stated in the policy
6. To help participants understand the value of what they own, distribute a copy of **Handout 5—*Estimating the Value of My Personal Belongings*** to each participant. Encourage them to list what they own on the handout and make their best estimate as to the value of the items. When they have completed the list, ask
- What did you learn by listing your personal belongings?
7. **Display Visual 8—*A Typical Rental Policy***. Explain that renter's insurance averages about \$120 to \$180 a year, or \$10 to \$15 a month—the price of a pizza. The cost varies depending on the community where the rental is located, but the coverage is usually similar to the following:
- \$30,000 personal property coverage
 - \$100,000 liability coverage
 - \$5,000 guest medical coverage
 - \$4,000 additional living expenses
8. **Display Visual 9—*Personal Property Replacement Options***. Explain that personal property replacement cost is a component of renter's insurance that determines how much money the

insurance company will pay the policyholder (renter) for the costs of their personal property that was damaged, destroyed, or stolen.

There are two coverage options:

- Actual cash value
 - pays the current value—original cost of the item minus depreciation for age and use.
 - will not pay enough money to purchase equivalent items new.
- Full replacement cost
 - pays entire cost to purchase new items—no deduction for age and use.
 - usually costs about 10 percent more than actual cash value coverage.
 - is often worth the extra cost.

9. Now that participants have an idea of the value of their personal belongings, provide them an opportunity to research the costs and coverage of renter's insurance by getting online quotes for what they own. Most insurance companies have online tools for estimating the monthly and yearly costs of renter's insurance. Participants can use **Handout 6—Comparing Renter's Insurance Policies** to list the costs and coverage information they find online.

Note to leader: *Some online renter's insurance companies ask for a Social Security number. It is highly recommended that participants do not provide that information. Participants should use the Social Security number provided in Handout 6 or search for online quotes that do not require a Social Security number.*

10. When participants have found quotes for renter's insurance, have them share their experiences by asking
- How challenging was it to get online quotes?
 - What do you think of the cost of renter's insurance for your personal possessions?
11. Display **Visual 10—Ways to Lower Insurance Costs**. Explain that there are ways to lower the cost of renter's insurance premiums. The options vary between insurance companies but include
- having another policy with the company—such as auto insurance.
 - having a security system, and/or deadbolt door lock.
 - being a non-smoker.
 - having no pets.
 - buying only the coverage needed.

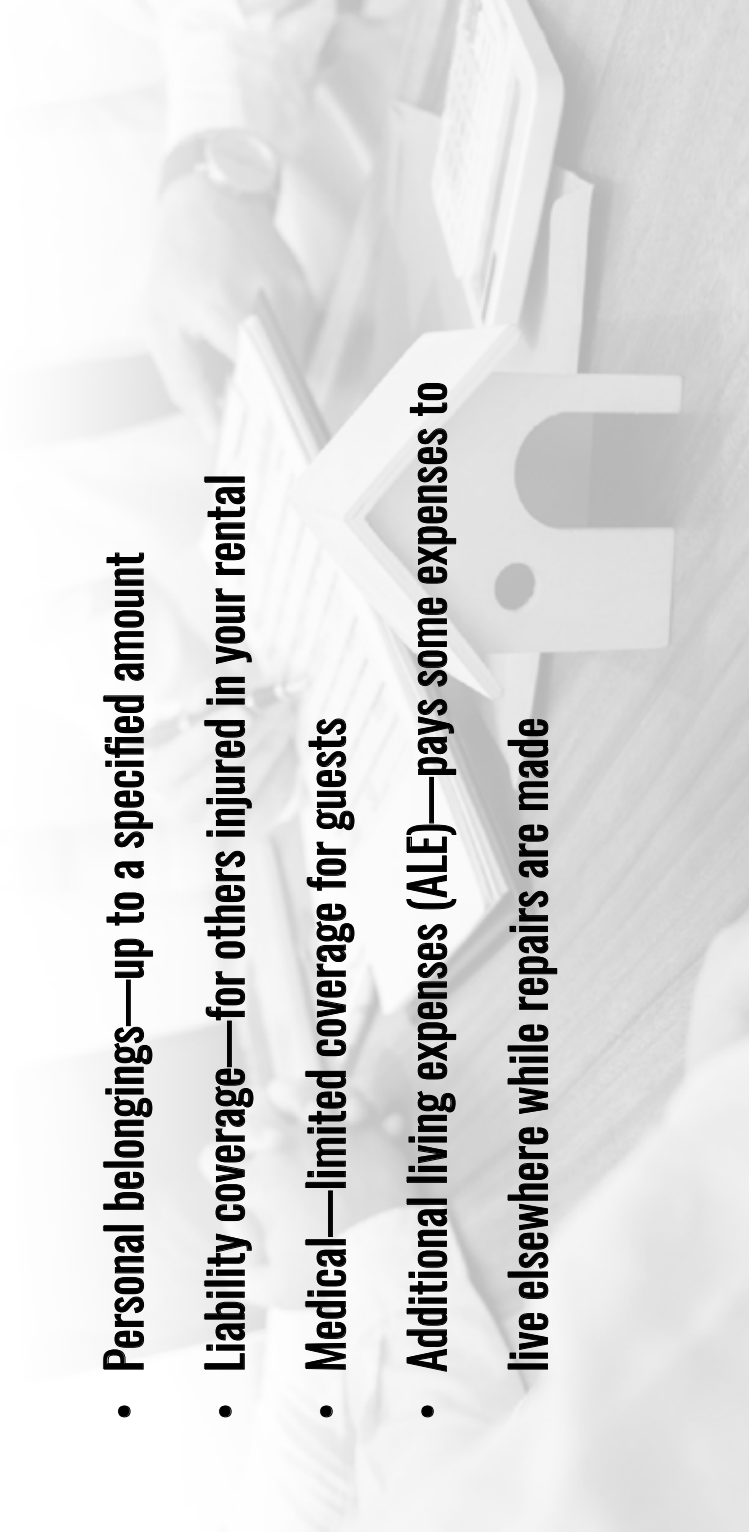




- choosing a higher deductible.
12. Display **Visual 11**—*What Is the Deductible?* Explain that a deductible is the amount of money a policyholder must pay before the insurance company pays anything. For example, if a policyholder suffers a loss of \$3,500 and has a \$500 deductible, the insurance company will pay \$3,000.
 13. Provide participants an opportunity to consider the information just presented by asking
 - Knowing what you know now, how have your opinions changed about the need for renter's insurance?
 14. Conclude the lesson by indicating that deciding whether or not to purchase renter's insurance is just one of the many decisions they will be making when they get their first rental. Taking the time now to learn more about the costs and coverage options for renter's insurance will make it easier to determine the best decision for their situations when they start to live on their own.

Renter's Insurance—What's Covered?

- **Personal belongings**—up to a specified amount
- **Liability coverage**—for others injured in your rental
- **Medical**—limited coverage for guests
- **Additional living expenses (ALE)**—pays some expenses to live elsewhere while repairs are made



Why Buy Renter's Insurance?

- Landlord's insurance does not cover renter's loss.
- Most renters do not have enough money to replace all their personal property.
- It is relatively inexpensive.
- May be required by landlord.

What Is Covered by Renter's Insurance?*

- **Electronics**
 - Hobby or sports equipment
- **Clothing**
 - Bedding and bath supplies
- **Furniture**
 - Kitchen supplies
- **Appliances**
 - Home decorations
- **Jewelry**
 - Other?

***up to policy limits**

What's Not Covered by Renter's Insurance?

- **Vehicles***
- **Electronics, jewelry, or other expensive items—over policy limits**
- **Floods or earthquakes***
- **Other items stated in policy**

***require separate policies**



A Typical Rental Policy

- **\$30,000: Personal property**
- **\$100,000: Liability**
- **\$5,000: Guest medical**
- **\$4,000: Additional living expenses (ALE)**

Average policy costs \$120 to \$180/year

About \$10 to \$15/month—the price of a pizza!



Personal Property Replacement Options

Actual cash value

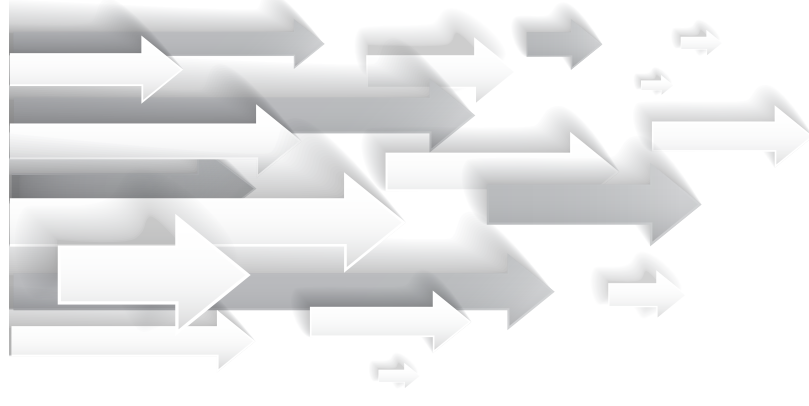
- pays current value of items—has deduction for age and use
- will not pay enough to replace item

Full replacement cost

- pays entire cost to replace items—no deduction for age and use
- usually costs 10% more
- is usually the better option

Ways to Lower Insurance Costs

- **Renter's insurance + car insurance**
- **Rental has security system or deadbolt locks**
- **Be a non-smoker**
- **Have no pets**
- **Buy only coverage you need**
- **Choose a higher deductible**



What Is the Deductible?

Amount of money the policyholder must pay before insurance company pays

For example:

Personal property loss **\$3,500**

Deductible (\$500) **- \$500**

Amount insurance company pays
to replace your loss: **\$3,000**

Handout 5

Estimating the Value of My Personal Belongings

INSTRUCTIONS

This form will help you estimate how much your personal belongings are worth. The information will provide a guide for how much coverage you would want from a renter's insurance policy. List and estimate the value of your belongings in each category. At the end, add up the total from the different categories to learn how much all your personal belongings are worth.

Electronics (computers, cell phones, TVs, smart watches, fitness trackers, MP3, etc.):

Item	Value
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Value:	\$ _____

Furniture/Home Decorations (sofa, bed, table, chairs, etc.):

Item	Value
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Value:	\$ _____

Appliances (refrigerator, microwave oven, washer, dryer, etc.):

Item	Value
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Value:	\$ _____

Bedding/Bath Items (sheets, towels, etc.):

Item	Value
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Value:	\$ _____

Kitchen (dishes, pans, utensils, etc.):

Item	Value
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Value:	\$ _____

Clothing (tops, bottoms, shoes, etc.):

Item	Value
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Value:	\$ _____

Jewelry (watches, necklaces, bracelets, earrings, etc.):

Item	Value
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Value:	\$ _____

Hobby/Sports Items (equipment, supplies, collections, etc.):

Item	Value
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Value:	\$ _____

Personal Care (cosmetics, hair care products, etc.):

Item	Value
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Value:	\$ _____

Other (anything else of value):

Item	Value
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Value:	\$ _____

ADD UP THE TOTAL VALUE OF YOUR PERSONAL BELONGINGS:

Category	Value
Electronics:	\$ _____
Furniture/Home Decorations:	\$ _____
Appliances:	\$ _____
Bedding/Bath Items:	\$ _____
Kitchen:	\$ _____
Clothing:	\$ _____
Jewelry:	\$ _____
Hobby/Sports Items:	\$ _____
Personal Care:	\$ _____
Other:	\$ _____
Total Value of My Personal Belongings:	\$ _____

Another idea: *Taking a video or pictures of your belongings and keeping them with this list in a safe place will make it easier to show the value of your possessions. Make sure you can find this information easily if you ever have to file a renter's insurance claim.*

Handout 6

Comparing Renter's Insurance Policies

INSTRUCTIONS

This form will help you learn the cost of renter's insurance. It is designed to compare renter's insurance quotes based on the value of your personal belongings and where you would like to live. Using the internet, research three different insurance companies that sell renter's insurance. Make sure your quotes will be comparable by inputting the same information for each website. As an example, enter the same deductible amount for each website you visit.

When asked for personal information, be safe and do not identify yourself. Instead, complete the required personal information using the following:

- *Name: Your first name and the last name of Lee (if Lee is your actual last name, use Smith).*
- *Birthday: February 19 and the year you were born (if February 19 is your actual birthday, use August 20).*
- *Address: Use the address of a place you would like to rent.*
- *Email address: insquotes9@gmail.com.*
- *Phone number: 999-999-9999.*
- *Social Security number: DO NOT give your personal Social Security number—use this one instead 123-45-6789.*
- *Value of your personal belongings: Use your total from Handout 5—Estimating the Value of My Personal Belongings. If you did not complete the handout, use \$30,000.*
- *If a website asks for other personal information, such as the car you own, **don't give that information**, just find another company that will quote only renter's insurance.*

*As you do your research, complete the Renter's Insurance Comparison Chart on the next page. Most of the information needed should be easy to find. However, you may have to read the online information carefully or call the company to learn if coverage offered for your personal belongings is for **full replacement cost** or **actual cash value**. Once you have three quotes, compare the costs and coverage and select the one that would be the best option for you.*

Renter's Insurance Comparison Chart		
Company 1 Name:	Company 2 Name:	Company 3 Name:
Estimated value of personal belongings: \$ _____	Estimated value of personal belongings: \$ _____	Estimated value of personal belongings: \$ _____
Coverage: <input type="checkbox"/> Full replacement cost <input type="checkbox"/> Actual cash value (after depreciation)	Coverage: <input type="checkbox"/> Full replacement cost <input type="checkbox"/> Actual cash value (after depreciation)	Coverage: <input type="checkbox"/> Full replacement cost <input type="checkbox"/> Actual cash value (after depreciation)
Deductible: <input type="checkbox"/> \$500 <input type="checkbox"/> \$1,000 <input type="checkbox"/> Other \$ _____	Deductible: <input type="checkbox"/> \$500 <input type="checkbox"/> \$1,000 <input type="checkbox"/> Other \$ _____	Deductible: <input type="checkbox"/> \$500 <input type="checkbox"/> \$1,000 <input type="checkbox"/> Other \$ _____
Liability coverage: <input type="checkbox"/> \$100,000 <input type="checkbox"/> \$300,000 <input type="checkbox"/> Other \$ _____	Liability coverage: <input type="checkbox"/> \$100,000 <input type="checkbox"/> \$300,000 <input type="checkbox"/> Other \$ _____	Liability coverage: <input type="checkbox"/> \$100,000 <input type="checkbox"/> \$300,000 <input type="checkbox"/> Other \$ _____
Medical payments to others: <input type="checkbox"/> \$1,000 <input type="checkbox"/> \$5,000 <input type="checkbox"/> Other \$ _____	Medical payments to others: <input type="checkbox"/> \$1,000 <input type="checkbox"/> \$5,000 <input type="checkbox"/> Other \$ _____	Medical payments to others: <input type="checkbox"/> \$1,000 <input type="checkbox"/> \$5,000 <input type="checkbox"/> Other \$ _____
Total Cost/Month: \$ _____	Total Cost/Month: \$ _____	Total Cost/Month: \$ _____

The best renter's insurance option for me is _____

Explain why you think this is the best renter's insurance option: _____

Now that you know how to get renter's insurance quotes, be sure to check on how much renter's insurance will cost when you're ready to get your own place.

Activity Three

Roommates— Compatibility and Agreements

Estimated Activity Time: Two 60-minute sessions

In this activity, participants investigate roommate compatibility and roommate agreements. The activity is divided into two sessions. In Session 1, participants complete roommate compatibility assessments to identify behaviors that can lead to positive or problematic relationships with roommates. In small groups of two or three, they use these assessments to practice discussing and evaluating if they could successfully be roommates. In Session 2, participants explore the importance of drafting roommate agreements as a method for developing consensus on how to live together respectfully. In their small groups they identify situations and behaviors that could lead to issues among roommates and develop agreements to help avoid problems.

GETTING READY CHECKLIST

Session 1

- Read through the entire activity before presenting it.
- Set up equipment to project the visual.
- Visual 12—*Compatibility Assessments— Identify Potential Conflicts*
- Handout 7—*Roommate Compatibility Assessment*—copy two per participant

Session 2

- Read through the entire activity before presenting it.
- Set up equipment to project the visual.
- Visual 13—*Roommate Agreements—What Are They? Why Needed?*
- Handout 8—*Roommate Agreement*—copy two per participant, including Household Chore Schedule. (If the sample rent and security deposit in this handout are not appropriate for your area, please adjust.)
- *I Found the Perfect Place to Live! Now What?* participant guide—one per participant

LEARNING OBJECTIVES

Participants will...

- identify the benefits of completing roommate compatibility assessments.
- evaluate the results of roommate compatibility assessments to determine if they could share space with potential roommates.
- identify the benefits of developing roommate agreements.
- recognize situations and behaviors that could cause problems or misunderstanding between roommates.
- develop a roommate agreement.

SUPPLIES NEEDED

Session 1

- Visual 12—*Compatibility Assessments— Identify Potential Conflicts*
- Equipment to project visual
- Handout 7—*Roommate Compatibility Assessment*

Session 2

- Visual 13—*Roommate Agreements—What Are They? Why Needed?*
- Equipment to project visual
- Handout 8—*Roommate Agreement*, including Household Chore Schedule
- *I Found the Perfect Place to Live! Now What?* participant guide

DOING THE ACTIVITY

Session 1

1. Begin the session by asking participants
 - How would you determine if you could live successfully with a potential roommate?

Acknowledge their answers and explain that this lesson is an opportunity to assess if roommates are likely to be compatible before signing a rental agreement.

2. Using the *Deciding to Have Roommates* section on pp. 12-16 of the Background Information in this leader's guide, explain that there are roommate compatibility assessments to help potential roommates identify their lifestyles, habits, and behaviors. Display **Visual 12—Compatibility Assessments—Identify Potential Conflicts** and explain that compatibility assessments give insight into problem areas that might arise among roommates, including
 - conflicting work/sleep/play schedules
 - paying rent and utilities on time
 - having different eating habits and sharing food
 - sharing personal possessions
 - keeping the rental clean and sharing cleaning chores
 - agreeing on guidelines for guests, pets, noise, parking, smoking, alcohol, etc.

Explain that completing and comparing the assessments before signing a rental agreement can provide potential roommates with a format for discussing expectations and preferences and determining if they could be compatible.

3. Distribute **Handout 7—Roommate Compatibility Assessment**, one per participant, and have participants individually complete the assessment. Note that being as truthful and accurate as possible when answering the questions will give a realistic picture of the type of roommate they would be.
4. Once everyone has completed the assessment, lead a discussion by asking
 - How challenging was it to complete the form?
 - What did you learn about yourself during this activity?





5. Divide the group into small groups of two or three participants. Ask participants of each small group to
 - compare their *Roommate Compatibility Assessment* forms.
 - note what lifestyles, habits, and behaviors they have in common.
 - determine where their lifestyles, habits, and behaviors differ and how these differences could lead to potential misunderstandings and problems if they became roommates.
 - determine if they feel they could be compatible roommates. Why or why not?
6. When the small groups have completed their compatibility evaluations, discuss with the entire group
 - How challenging was it to compare and discuss your compatibility?
 - How important do you feel it is to complete and compare roommate compatibility assessments before moving in with roommates?
 - When you are ready to get your own place, would you ask potential roommates to complete a roommate compatibility assessment? Why or why not?
7. Conclude the activity by noting that there are several online roommate assessment questionnaires they could consider when they are ready to live on their own. Or they could take an additional copy of the roommate compatibility assessment they just completed to use in the future. Distribute an additional copy of **Handout 7—Roommate Compatibility Assessment** to interested participants.

Session 2

1. Begin the session by explaining that participants will be looking at roommate agreements. Ask participants
 - Why would potential roommates want to develop a roommate agreement before moving in together?

Once participants have offered their thoughts, acknowledge that there are many reasons to develop roommate agreements.

2. Display **Visual 13—Roommate Agreements—What Are They? Why Needed?** Using the *Deciding to Have Roommates* section on pp. 12-16 of the Background Information in this leader's guide, explain what a roommate agreement is, the benefits of using one, and how to develop one. Include the following points. Roommate agreements are

- used by potential roommates to determine how they can live together successfully.
- written guidelines for living together and handling finances.
- an opportunity to discuss and make decisions before signing a rental agreement.
- used to minimize future problems as everyone agrees on how to live together respectfully.
- developed by all roommates together.
- signed, dated, and honored by all roommates.

3. To help participants think about what they would want included in a roommate agreement for themselves, refer them to the *Roommates* section of the *I Found the Perfect Place to Live! Now What?* participant guide and have them complete the *My Top Three Roommate Agreement Priorities* activity on p. 10.

4. Divide participants into small groups of two or three. If possible, have the small groups be the same as they were in Session 1 of this activity. Distribute **Handout 8—Roommate Agreement**, one per participant. Explain that in their small groups they will try to complete this form as if they were planning to be roommates. The goal is to write guidelines for living together. Encourage participants to discuss all sections in the handout and to include the topics from the *My Top Three Roommate Agreement Priorities* activity. Participants may also add any additional topics the small group identifies as being important.

Note to leader: *If the sample rent and security deposit amounts in Handout 8—Roommate Agreement are not appropriate for your area, please adjust.*

5. When the forms are completed, lead the group in a discussion.

- How challenging was it to complete the form?
- What did you learn about yourself during this activity?
- How important do you feel it is to develop a roommate agreement before moving in together?
- When you are ready to get your own place, would you ask potential roommates to complete a roommate agreement? Why or why not?





6. If time allows, have each small group share any additional topics they added to their roommate agreements. After hearing from all the small groups and if time allows, ask the small groups to reconvene to discuss if they would like to add any additional topics to their roommate agreements based on what other small groups included.
7. When the small groups have completed reviewing their roommate agreements, ask
 - What new topics did you add to your roommate agreement?
 - Why did you choose to add them?

Once the small groups share any additional topics, conclude the activity by indicating that roommate agreements can help prevent future misunderstandings and problems and should be updated over time if new concerns arise.

8. Note that there are many roommate agreement forms online that could be used when they are ready to live on their own, or they could take an additional copy of the roommate agreement form they just completed to use in the future. Distribute an additional copy of **Handout 8—Roommate Agreement** to interested participants.

Compatibility Assessments— Identify Potential Conflicts

- **Schedules—work, sleep, play**
- **Paying rent and utilities**
- **Food sharing and eating habits**
- **Sharing personal possessions**
- **Cleaning**
- **Guidelines—guests, pets, smoking, parking, alcohol**



Roommate Agreements— What Are They? Why Needed?

Guidelines for:

Living together

Managing finances

Opportunities to:

Discuss and share ideas

Make decisions

Minimize future problems

Important for All Roommates to Agree and Sign



Handout 7

Roommate Compatibility Assessment

INSTRUCTIONS

Whether you are thinking of moving in with a stranger or a friend, it is a good idea to talk over some basic points to determine if you can get along in a shared space. This assessment is all about you, your habits, behaviors, and preferences. Answer as thoughtfully and honestly as possible. Comparing your answers to those of potential roommates will help to determine if you will be compatible.

There are many topics that could be discussed; the following are some important ones to think about.

Daily Schedule	Finances
<p>I wake up on weekdays:</p> <input type="checkbox"/> Before 8 a.m. <input type="checkbox"/> Between 8 and 10 a.m. <input type="checkbox"/> After noon <input type="checkbox"/> Other _____	<p>My source of income:</p> <input type="checkbox"/> Work full time <input type="checkbox"/> Work part time <input type="checkbox"/> From someone else <input type="checkbox"/> Other _____
<p>I go to sleep on weekdays:</p> <input type="checkbox"/> Between 8 and 10 p.m. <input type="checkbox"/> Between 10 p.m. and midnight <input type="checkbox"/> After midnight <input type="checkbox"/> Other _____	<p>My ability to pay rent, utilities, and other living expenses:</p> <input type="checkbox"/> For sure <input type="checkbox"/> Probably <input type="checkbox"/> It might be tight <input type="checkbox"/> Hoping someone else will pay <input type="checkbox"/> Other _____
<p>My sleep habits on days off:</p> <input type="checkbox"/> Sleep late <input type="checkbox"/> Sleep all day <input type="checkbox"/> Similar to regular schedule <input type="checkbox"/> Not home on days off <input type="checkbox"/> Other _____	<p>I pay bills:</p> <input type="checkbox"/> As soon as I get them <input type="checkbox"/> By the due date <input type="checkbox"/> Usually a little late <input type="checkbox"/> Other _____

Daily Schedule (cont.)	Finances (cont.)
<p>My coming and going:</p> <p><input type="checkbox"/> Home all the time</p> <p><input type="checkbox"/> Go out a couple times a day</p> <p><input type="checkbox"/> Constantly in and out</p> <p><input type="checkbox"/> Rarely home</p> <p><input type="checkbox"/> Other _____</p>	<p>How to pay utility costs:</p> <p><input type="checkbox"/> Share costs equally</p> <p><input type="checkbox"/> Everyone pays for a different utility</p> <p><input type="checkbox"/> Other _____</p>
General Information	Personal Choices
<p>I'm looking for a roommate:</p> <p><input type="checkbox"/> To split the bills and housework</p> <p><input type="checkbox"/> Who is friendly, but not looking for a best friend</p> <p><input type="checkbox"/> To do things with occasionally</p> <p><input type="checkbox"/> Who wants to be good friends</p> <p><input type="checkbox"/> Other _____</p>	<p>My food habits:</p> <p><input type="checkbox"/> Eat anything</p> <p><input type="checkbox"/> Eat organic only</p> <p><input type="checkbox"/> Vegetarian/vegan</p> <p><input type="checkbox"/> Have food allergies _____</p> <p><input type="checkbox"/> Have dietary restrictions _____</p> <p><input type="checkbox"/> Follow religious customs _____</p> <p><input type="checkbox"/> Other _____</p>
<p>My daily schedule:</p> <p>Work:</p> <p><input type="checkbox"/> Part time</p> <p><input type="checkbox"/> Full time</p> <p>School:</p> <p><input type="checkbox"/> Part time</p> <p><input type="checkbox"/> Full time</p> <p><input type="checkbox"/> Other _____</p>	<p>My cooking preference:</p> <p><input type="checkbox"/> Always cook and eat meals at home</p> <p><input type="checkbox"/> Mostly cook and eat at home</p> <p><input type="checkbox"/> Occasionally cook and eat at home</p> <p><input type="checkbox"/> Eat out all of the time</p> <p><input type="checkbox"/> Other _____</p>
<p>My noise level preference:</p> <p><input type="checkbox"/> Any time is good for noise</p> <p><input type="checkbox"/> Ok during the day, but not at night</p> <p><input type="checkbox"/> Quiet day and night</p> <p><input type="checkbox"/> Other _____</p>	<p>My alcohol use:</p> <p><input type="checkbox"/> Like to drink every day</p> <p><input type="checkbox"/> Drink weekends only</p> <p><input type="checkbox"/> Drink a couple times a month</p> <p><input type="checkbox"/> Not a drinker, but ok with others drinking</p> <p><input type="checkbox"/> Want an alcohol-free home</p> <p><input type="checkbox"/> Other _____</p>

General Information (cont.)	Personal Choices (cont.)
<p>My thoughts about sharing:</p> <p><input type="checkbox"/> Let's share everything</p> <p><input type="checkbox"/> Maybe, just ask first</p> <p><input type="checkbox"/> Rather not share</p> <p><input type="checkbox"/> Don't want to share stuff</p> <p><input type="checkbox"/> Other _____</p>	<p>My smoking preference:</p> <p><input type="checkbox"/> Smoke inside home</p> <p><input type="checkbox"/> Smoke, but not inside home</p> <p><input type="checkbox"/> Don't smoke, but ok for others</p> <p><input type="checkbox"/> Want a smoke-free home</p> <p><input type="checkbox"/> Other _____</p>
<p>I'm looking for a rental for me and:</p> <p><input type="checkbox"/> My partner</p> <p><input type="checkbox"/> My kid(s)</p> <p><input type="checkbox"/> No one else</p> <p><input type="checkbox"/> Other _____</p>	<p>My pets:</p> <p><input type="checkbox"/> Have the following pet(s) _____</p> <p><input type="checkbox"/> Don't have a pet, but want _____</p> <p><input type="checkbox"/> Ok with any pets in the home</p> <p><input type="checkbox"/> Don't want any pets in the home</p> <p><input type="checkbox"/> Other _____</p>
Socializing	Cleaning
<p>My partying:</p> <p><input type="checkbox"/> Always ready for a party</p> <p><input type="checkbox"/> Like to have people over regularly</p> <p><input type="checkbox"/> Occasionally have someone over</p> <p><input type="checkbox"/> Like privacy, no visitors please</p> <p><input type="checkbox"/> Other _____</p>	<p>How neat I want things:</p> <p><input type="checkbox"/> Like things really clean and organized</p> <p><input type="checkbox"/> Like things clean, but a little messy is ok</p> <p><input type="checkbox"/> Occasionally put things away</p> <p><input type="checkbox"/> Don't bother putting anything away</p> <p><input type="checkbox"/> Other _____</p>
<p>Overnight guest preference:</p> <p><input type="checkbox"/> Anyone is ok</p> <p><input type="checkbox"/> An occasional guest is ok</p> <p><input type="checkbox"/> Might be ok, but want to know them</p> <p><input type="checkbox"/> Absolutely not, not comfortable with it</p> <p><input type="checkbox"/> Other _____</p>	<p>How often to clean:</p> <p><input type="checkbox"/> Daily</p> <p><input type="checkbox"/> Weekly</p> <p><input type="checkbox"/> Monthly</p> <p><input type="checkbox"/> When someone is coming over</p> <p><input type="checkbox"/> Never</p> <p><input type="checkbox"/> Other _____</p>

Socializing (cont.)	Cleaning (cont.)
<p>I'm in a relationship:</p> <input type="checkbox"/> Yes, partner will stay over often <input type="checkbox"/> Yes, partner will stay over once in a while <input type="checkbox"/> Yes, but partner will not stay over <input type="checkbox"/> No partner, but open to one <input type="checkbox"/> No, not interested <input type="checkbox"/> Other _____	<p>Who will clean:</p> <input type="checkbox"/> I'll do it all <input type="checkbox"/> Share jobs evenly among roommates <input type="checkbox"/> Willing to pay someone to do it <input type="checkbox"/> I don't clean <input type="checkbox"/> Other _____
Transportation and Storage	Health Information
<p>Need parking for:</p> <input type="checkbox"/> Car/pick-up truck <input type="checkbox"/> Motorcycle <input type="checkbox"/> Bike/scooter <input type="checkbox"/> Other _____	<p>My health status:</p> <input type="checkbox"/> Completely healthy <input type="checkbox"/> Have allergies <input type="checkbox"/> Have a long-term medical condition <input type="checkbox"/> Other _____
<p>Type of parking needed:</p> <input type="checkbox"/> Enclosed and locked garage <input type="checkbox"/> Carport <input type="checkbox"/> Parking space <input type="checkbox"/> Street <input type="checkbox"/> Bike/scooter inside rental <input type="checkbox"/> Other _____	<p>Other</p> <p>Things I want potential roommates to know about me:</p> <hr/> <hr/> <hr/>
<p>Inside storage needed:</p> <input type="checkbox"/> Lots—really have stuff <input type="checkbox"/> Some—normal amount of stuff <input type="checkbox"/> A little—not much stuff <input type="checkbox"/> Other _____	<p>Topics to discuss with potential roommates:</p> <hr/> <hr/> <hr/>

Handout 8

Roommate Agreement

INSTRUCTIONS

In your group, use this form to develop a roommate agreement. Pretend you are potential roommates and are renting a two-bedroom, one-bath apartment. Decide on household guidelines for living together before signing a rental agreement. Discuss the topics listed below and other topics that you feel are important to include.

This **Roommate Agreement** (for tenants of the rental located at _____

_____) is made by the following roommates:

_____	_____
_____	_____

There ___ is ___ is not a written rental agreement with the landlord, dated _____.

Roommates agree to the following terms:

1. **Rental Agreement:** All roommates agree to be bound by the terms of the Rental Agreement.
2. **Security Deposit:** The total security deposit for the rental is \$1,500, payable to _____. Each roommate has paid the deposit as follows:

Roommate Name	Amount of Deposit Paid
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

When the landlord returns the deposit at the end of the rental term, each roommate will receive a share of the deposit in proportion to the amount paid. Any deductions from the deposit will be shared by all roommates in proportion to the amount of deposit paid; however, any damage caused by one roommate, their guests, or pets, will be paid by only that roommate.

The security deposit ___ does ___ does not include the last month's rent.

3. **Rent:** Total monthly rent is \$1,000. Each roommate will pay the following amount:

Roommate Name	Rent Amount
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Acting as the money manager, _____ will pay the rent to the landlord monthly, and each roommate will pay their share of the rent to the money manager by the ____ day of the month.

OR: Each roommate will pay their share of the rent to the landlord by the ____ day of the month.

4. **Utilities:** Each roommate agrees to pay ____% of the following utility charges to the money manager (check all that apply):

Gas Electricity Cable/Satellite Internet

Other _____ Other _____

OR: The bills will be split among roommates as follows:

Acting as the money manager, _____ will pay the **gas** bill. Each roommate will pay their share of the bill to the money manager for gas by the ____ day of the month.

Acting as the money manager, _____ will pay the **electricity** bill. Each roommate will pay their share of the bill to the money manager for electricity by the ____ day of the month.

Acting as the money manager, _____ will pay the **cable/satellite** bill. Each roommate will pay their share of the bill to the money manager for cable/satellite by the ____ day of the month.

Acting as the money manager, _____ will pay the **internet** bill. Each roommate will pay their share of the bill to the money manager for internet by the ____ day of the month.

Acting as the money manager, _____ will pay the **other utilities*** (_____) bill. Each roommate will pay their share of the bill to the money manager by the ____ day of the month.

Acting as the money manager, _____ will pay the **other utilities*** (_____) bill. Each roommate will pay their share of the bill to the money manager by the ____ day of the month.

* Such as water, trash, sewer, online streaming, etc.

5. Living Arrangements:

The bedrooms will be allocated as follows:

The bathroom(s) will be shared as follows:

House rules about sharing space, furniture, and appliances are as follows:

6. **Parking Space(s):** Roommates agree that the parking space(s) located at _____ will be shared as follows: _____.

The cost of the parking space(s) will be shared as follows: _____.

7. **Food:** Food will be purchased ____ individually ____ as a group.
 Other option: _____.

8. **Sharing Personal Belongings:** Roommates agree to share personal belongings as follows:

Food:	Always	With permission	Never
Clothes:	Always	With permission	Never
Desk:	Always	With permission	Never
Computer/Gaming System:	Always	With permission	Never
Television:	Always	With permission	Never
Parking Space(s):	Always	With permission	Never
Other: _____	Always	With permission	Never

9. **Household Chores:** Each roommate agrees to share the responsibilities of cleaning and maintaining the rental, which may include dusting, vacuuming, cleaning bathrooms, cleaning kitchen, washing dishes, emptying trash, recycling, washing windows, and other duties. Roommates can create a schedule of duties, indicating

- who will be responsible for each chore.
- how often to rotate chores.
- how often each chore will be done.
- other options _____.

Another option is to use the *Household Chore Schedule* at the end of this Agreement, pp. 82-83.

10. **Security:** When roommates are at home, the door will be locked:

_____ Yes _____ No _____ Sometimes.

When roommates are not at home, they will:

Lock the door:	Yes	No	Sometimes
Shut the windows:	Yes	No	Sometimes
Close the blinds:	Yes	No	Sometimes
Turn off the lights:	Yes	No	Sometimes
Turn off TV/music:	Yes	No	Sometimes

11. **Noise Level:** During the hours of _____ and _____, roommates will maintain a level of quiet.

12. **Smoking:** Smoking _____ is _____ is not allowed inside the rental.

Smoking _____ is _____ is not allowed in outside areas around the rental.

13. **Alcohol:** Alcohol _____ is _____ is not allowed in the rental.

14. **Pets:** The rental agreement allows for pets: Yes No

If allowed, all roommates must agree to having a pet: Yes No

The owner of pet (_____) is responsible for all care, feeding, cleanup, and damages caused by pet to rental and personal belongings: Yes No

The owner of pet (_____) agrees to pay for any pet deposit required: Yes No

15. **Guests:** Each roommate _____ does _____ does not need to obtain permission from other roommates before having guests over. No guest(s) may stay longer than _____ days per week without the permission of roommates and possibly the landlord. Guests _____ may _____ may not visit between the hours of _____ and _____. Overnight guests are _____ allowed _____ not allowed _____ other option: _____.

Guests may use roommates’:

Food:	Always	With permission	Never
Clothes:	Always	With permission	Never
Desk:	Always	With permission	Never
Bed:	Always	With permission	Never
Computer/Gaming System:	Always	With permission	Never
TV:	Always	With permission	Never
Parking Space:	Always	With permission	Never
Other: _____	Always	With permission	Never

16. **Communication:** If a roommate, or a roommate’s pet or guest, damages the belongings of another person, the issue will be resolved as follows: _____

Roommates will leave messages for other roommates as follows: _____

Roommate issues and concerns will be addressed as follows: _____

The primary contact with the landlord or property manager is _____ .

17. **Other Topics (not covered in other sections of this roommate agreement):**

18. **Agreement Is Complete and Binding:** All preliminary negotiations by roommates are merged into the terms of this Agreement. Any modification to this Agreement must be in writing and signed by all roommates.

We, the undersigned, agree to the above-stated terms.

Date	Signature	Print Name
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Household Chore Schedule

INSTRUCTIONS

Use this form to develop a schedule for household chores. It is designed to help roommates decide who will do what chore(s) and how often the chore(s) must be done during the designated period. All roommates should discuss what would work best for their household and complete the form based on their discussions. When the form is completed, post it in a location where all roommates can see it and use it as a reminder of the agreements. If the schedule isn't working as expected, work together to write a new schedule that works better.

Start Date:

End Date:

Household Chore	Roommate Responsible	Frequency	Special Instructions
Cleaning Bathroom:	Name:	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Other _____	
Cleaning Kitchen:	Name:	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Other _____	
Cooking:	Name:	<input type="checkbox"/> Select day(s): Su M T W Th F Sa <input type="checkbox"/> Select meal(s): Breakfast Lunch Dinner <input type="checkbox"/> Each person does own	
Washing Dishes:	Name:	<input type="checkbox"/> Select day(s): Su M T W Th F Sa <input type="checkbox"/> Select meal(s): Breakfast Lunch Dinner <input type="checkbox"/> Each person does own	

Household Chore	Roommate Responsible	Frequency	Special Instructions
Dusting:	Name:	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Other _____	
Vacuuming/Sweeping:	Name:	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Other _____	
Emptying Trash:	Name:	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Other _____	
Recycling:	Name:	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Other _____	
Other Chores:	Name:	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Other _____	
Other Chores:	Name:	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Other _____	

Rotation of chores will occur: Weekly Bi-weekly Monthly Other _____

We agree to the above household chores and rotation assignments.

Date: _____

Roommates' Initials: (____) (____) (____) (____) (____)

Activity Four

Landlord-Renter Communication

Estimated Activity Time: 60-minute session

In this activity, participants investigate issues that can arise between landlords and renters and how to resolve them. Participants explore the importance of landlords and renters working together respectfully to resolve problems. Using scenarios, participants discuss common situations that can lead to landlord-renter problems to find positive ways to resolve them. Lastly, participants complete a crossword puzzle to review all the information they have learned in the *I Found the Perfect Place to Live! Now What?* unit.

GETTING READY CHECKLIST

- Read through the entire activity before presenting it.
- Set up equipment to project visuals.
- Visual 14—*Situations That Can Lead to Landlord-Renter Conflict*
- Visual 15—*Good Communication with the Landlord*
- Handout 9—*Landlord-Renter Communication Scenarios*—copy one per participant
- *I Found the Perfect Place to Live! Now What?* participant guide—one per participant



LEARNING OBJECTIVES

Participants will...

- identify common problems between landlords and renters.
- investigate situations that lead to landlord-renter issues.
- apply communication and problem-solving skills to resolve landlord-renter issues.
- recall information presented in the *I Found the Perfect Place to Live! Now What?* unit.

SUPPLIES NEEDED

- Visual 14—*Situations That Can Lead to Landlord-Renter Conflict*
- Visual 15—*Good Communication with the Landlord*
- Equipment to project visuals
- Handout 9—*Landlord-Renter Communication Scenarios*
- *I Found the Perfect Place to Live! Now What?* participant guide

DOING THE ACTIVITY

1. Begin the activity by asking participants

- What type of issues could arise between landlords and renters?

Acknowledge their answers and indicate that there are many situations that may lead to misunderstandings and problems between landlords and renters. Therefore, this activity will focus on respectful landlord-renter communication and how to treat each other fairly to prevent or resolve issues.

2. Display **Visual 14**—*Situations That Can Lead to Landlord-Renter Conflict*. Use *The Rental Agreement* section on pp. 3-8 and the *Rights and Responsibilities* section on pp. 20-23 of the Background Information in this leader's guide to review some common landlord-renter situations that can lead to misunderstanding and problems. Include the following situations:

- late rent
- noise
- parking
- pets
- smoking
- too many people in the rental
- needed repairs not being completed
- landlord entering the rental without proper notice
- return of the security deposit

3. Display **Visual 15**—*Good Communication with the Landlord*. Use the *Communicating with the Landlord* section on pp. 10-11 of the Background Information in this leader's guide to explain the importance of working together fairly and communicating in a respectful manner. The following will help to build and maintain good relationships and to solve problems between the landlord and renters:

- Read and understand rental agreement.
- Put all communication in writing.
 - Emails and printed letters—good
 - Texts—not so good
- Keep copies of all communication.

4. Distribute **Handout 9**—*Landlord-Renter Communication Scenarios* to each participant. Provide an opportunity for participants to use their communication and problem-solving





skills to help resolve the issues addressed in the scenarios. Divide the group into small groups of three or four participants. Explain that in their small groups they will discuss ways to resolve the issues presented in the scenarios and write their ideas on the handout.

5. If time allows, have each small group present a scenario and the ideas they generated for resolving the issue. At the end of each presentation, have the other small groups share additional ideas for resolving the issue.
6. Summarize this activity by indicating that there might be more than one way to address landlord-renter issues and to consider any option that would be helpful. As a reminder, stress that working in a respectful manner helps to resolve problems and builds positive landlord-renter relationships.
7. Conclude the activity by indicating that this is the last activity in the *I Found the Perfect Place to Live! Now What?* unit. To review what they have learned throughout the unit
 - Refer participants to *Rental Agreement Review Crossword Puzzle* on p. 13 of the *I Found the Perfect Place to Live! Now What?* participant guide and ask them to complete the crossword puzzle.
 - Discuss the crossword puzzle answers.
 - Address any questions participants have regarding the crossword puzzle answers or renting a first place.
8. Since this is the last activity in the *Living on My Own* series, wish participants well in their quest to live on their own. Remind them that there is a lot to know about looking for a first rental and moving out. Suggest that looking back over the participant guides in the *Living on My Own* series will be useful in reviewing important information that can help them be more successful as they start to live on their own.

Situations That Can Lead to Landlord-Renter Conflict

- **Late rent**
 - Too many people in rental
- **Noise**
 - Needed repairs not being completed
- **Parking**
 - Landlords entering rental without proper notice
- **Pets**
 - Return of security deposit

Good Communication with the Landlord

- Read and understand rental agreement
- Put all communication in writing
 - Emails and printed letters—good
 - Texts—not so good
- Keep copies of all communication

Communication Should Be Clear and Respectful



Handout 9

Landlord-Renter Communication Scenarios

INSTRUCTIONS

Read each scenario and discuss options for resolving the issues in a respectful manner. For each scenario, explore ways the issues could have been prevented and what the renters and property manager or landlord can do now to ensure good landlord-renter relationships in the future. Write your answers in the spaces provided. Prepare to share your answers with the entire group.

SCENARIO 1: PAID RENT LATE

Lisa has been living in her condo for 4 months. It's a great fit for her—the location is close to her work, and it's a price she can afford. She has been on vacation for several days when she receives an email from the property manager indicating that her rent is late. Rent is due by the 5th of each month. Her property manager sent the email on the 6th. The email also noted that Lisa now owes an additional \$35 for a late rent fee. Lisa isn't sure the extra fee is fair, since this is the first time she's been late. However, she won't be home for another 2 days to pay the rent.

1. What could Lisa have done to prevent this issue?

2. How can Lisa and her property manager resolve this issue respectfully?

3. How can Lisa and the property manager work toward a good relationship in the future?

SCENARIO 2: NEIGHBORS COMPLAINING ABOUT NOISE

Michael and Trevor have a two-bedroom apartment. They moved in about 2 months ago and all has been going well. One evening they're listening to their favorite music and playing video games when the property manager knocks on the door. The property manager indicates that he has received two complaints in the last hour about how loud they are playing their music. One neighbor said that his walls were vibrating from the sound. Michael and Trevor are surprised as they didn't think the music was really loud.

1. What could Michael and Trevor have done to prevent this issue?
2. How can Michael, Trevor, and the property manager resolve this issue respectfully?
3. How can Michael, Trevor, and the property manager work toward a good relationship in the future?

SCENARIO 6: PLUMBING LEAK NOT FIXED

Tasha and Lamar and their two small children live in a rental house. The landlord lives out of town and is not responding to a request to fix a leaking faucet at the kitchen sink, and it is dripping a lot. Since Tasha and Lamar pay the water bill, they know their water bill will be higher if it is not fixed. They contacted the landlord 2 weeks ago and again 1 week ago to inform her of the leak. Although the landlord said she would send someone over to take care of the faucet, no one has come to fix it.

1. What could Tasha and Lamar have done to prevent this issue?

2. How can Tasha, Lamar, and the landlord resolve this issue respectfully?

3. How can Tasha, Lamar, and the landlord work toward a good relationship in the future?

SCENARIO 7: SECURITY DEPOSIT NOT RETURNED

Laura and June have been renting an apartment for about 11 months. June was just offered a job promotion 70 miles away. The new job will start in a little more than a month. So they agree to each find a new place. They give the necessary written notice to the property manager that they will be moving in 30 days. Laura and June want to get their entire \$700 security deposit back. When it comes time to move out, they go over the move-in checklist and try to address any new damage. They work hard to leave the place clean. They complete a move-out checklist with the property manager and give their forwarding addresses just an hour before they need to leave for work. The property manager notes that there are many holes in the walls from hanging pictures and that the cost of the repairs will have to come out of the security deposit. Laura and June believe the holes were there when they moved in. However, since they need to get to work, they do not have time to look for the move-in pictures that could show large picture holes in the walls. Being in a rush, they accept that they will be charged \$50 each to repair the holes. Two weeks later, Laura and June are surprised and confused when each receive a \$225 refund. In addition to the holes in the walls, the property manager noted that the rental contract requires that the carpets must be professionally cleaned. Laura and June had only vacuumed the carpets. They were charged \$75 each for professional carpet cleaning and \$50 each for repairing the holes in the walls.

1. What could Laura and June have done to prevent this issue?

2. How can Laura, June, and the property manager resolve this issue respectfully?

3. How can Laura and June improve their relationships with future landlords?